

CONCESSION AGREEMENT *put*

THIS CONCESSION AGREEMENT, is made on ²⁰~~May~~ *August* 1, 1986, between ASSOCIATED MOBILE ESTATES, a California limited partnership, herein called "Campland," and MISSION BAY WATER TRANSPORTATION CORPORATION, a California corporation, hereinafter called "Water Transport," as follows:

W I T N E S S E T H

WHEREAS, Campland is the lessee from the City of San Diego under a lease dated November 8, 1967, as amended from time to time, of a portion of land fronting on Mission Bay, in the northwest area of Mission Bay Park, San Diego, California and

WHEREAS, Campland has at its premises a dock at which boats may dock and load and unload passengers as designated on Exhibit "A" or at such other locations (the "dock facilities") at Campland as Campland may designate upon 15 days written notice to Water Transport, and

WHEREAS, it is the desire of Water Transport to have permission of Campland and the City of San Diego to utilize the dock facilities at Campland for the purpose of loading and unloading passengers for transportation to various locations on the waterfront of Mission Bay.

NOW, THEREFORE, it is agreed:

1. Campland hereby grants to Water Transport the sole and exclusive license to use the dock facilities of Campland to conduct a commercial water taxi-type operation on the waters of Mission Bay during the term of this Agreement, and in so doing to abide by all applicable federal, state and local laws and governmental regulations and all requirements of said lease from the City of San Diego to Campland, to conduct said business in a good and businesslike manner and in a manner that will be pleasing to customers of Campland and the general public, and to do nothing that would cause Campland to be in default under its lease with the City of San Diego. Water Transport shall not assign this Agreement or sublet the premises or any part thereof without the prior written consent of Campland and the City of San Diego, which may be withheld by Campland in its sole and absolute discretion. An assignment by operation of law shall automatically terminate the lease.

2. Water Transport shall have the sole use of that portion of the dock/attenuator described in the attached Exhibit A, but Campland does not guaranty that third persons might not intrude into the docking areas set out for use by Water Transport. Water Transport shall maintain the dock/attenuator areas set forth for its use in a clean, safe and sightly condition during the term of this Agreement. Water Transport shall not paint the dock or its adjacent area without the prior written consent of Campland, nor make any structural changes thereto without the prior written consent of Campland, and the prior

written consent of the City of San Diego if such consent is required by any lease term or law or rule or regulation. The spaces set forth in the attached Exhibit A are designed to provide Water Transport with a location at which it may dock for the purpose of loading and unloading passengers, and a location at which Water Taxi may berth the boat or boats operated by Water Transport. Water Transport will provide a hospitable reception for visitors to its operation, and exercise best efforts to prevent any nuisance or disorder arising from its operation.

3. Water Transport shall keep and operate a Coast Guard Certified and Licensed passenger carrying vessel of a capacity of not less than 40 persons for the conduct of its operations. The vessel shall at all times be kept and maintained in a good, safe, sightly and seaworthy condition for compliance with all federal, state and local regulations for craft of its type, and to charge fees for passengers carried by the vessel at rates consistent with good business practices, considering the ability and willingness of the public to pay such fees, the capital invested, the cost of operation of the business, and the demand that may exist by the public to ride upon the vessel.

4. Water Transport shall operate its business throughout the day, seven days a week, from June 1 through September 15 of each year, and during such hours and days the remaining time of the year as Water Transport deems prudent and as may produce a reasonable return to Water Transport for the operation of the vessel. Water Transport must furnish to

Campland, in writing, any change in schedule, two weeks in advance.

5. Water Transport agrees to keep complete, accurate and detailed records of all gross receipts from its operation, including receipts at the dock of Campland and receipts for taking passengers at any other dock or location, in form required by the City of San Diego, to furnish a statement in duplicate of all gross receipts from the operation of its business to Campland within ten (10) days following the end of each and every calendar month, and simultaneously to pay to Campland a rent equal to twelve and one half percent (12-1/2%) of all such gross receipts during the previous calendar month. All such records shall be maintained for a period of at least two years, and shall be available for inspection at all reasonable times by a representative of the City of San Diego or of Campland. Campland shall pay over to the City of San Diego such sums as may be due to the City of San Diego by reason of the sales of Water Transport. If Water Transport is required to collect sales tax on its sales, such sums collected for taxes shall not be included in the amount upon which the twelve and one half percent (12-1/2%) is computed. Water Transport agrees to provide Campland with audited statements of its gross receipts within 30 days after each anniversary date hereof.

6. Water Transport shall not transport passengers except upon payment of fares and in accordance with its announced schedule of charges, and agrees to provide DeAnza with any change in charges at least 30 days in advance.

7. Water Transport agrees to indemnify, defend and hold harmless Campland and the City of San Diego against any and all loss, expense, or liability (including without limitations attorneys fees) for injury to or death of persons or damage to property or anti-trust, restraint of trade, or any other action or claim asserted or brought against Campland or the City, arising out of any occurrence in connection with this concession, or the boats operated by Water Transport, or with the dock to the extent the immediate activities are under the control of Water Transport, and agrees to carry insurance naming Campland as an additional insured, in such form and in such amount as Campland may reasonably approve and in amounts not less than the minimum required by the City of San Diego, expressly covering the contractual liability imposed by this paragraph.

8. Water Transport agrees that should it become necessary for Campland or the City of San Diego to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this agreement, Water Transport shall pay all legal costs in connection therewith, including a reasonable sum as attorney's fees. This Agreement is, in effect, a sublease of a portion of the premises covered by that certain Lease Agreement dated November 8, 1967, as amended, between Campland and the City of San Diego. This agreement is subject to and subordinate to the covenants and conditions of said Lease Agreement notwithstanding any provision hereof contrary to or in conflict with said agreement.

9. Water Transport agrees to pay all personal property taxes due on its property connected with the operation of the taxi service, all license fees, and all other taxes imposed on its business, and to provide adequate worker's compensation insurance or Longshoreman's and Harbor's Workers coverage for its employees, as may be applicable.

10. Water Transport is aware that its operations on the waters of Mission Bay may be restricted from time to time by reason of other activities being permitted upon the waters by the City of San Diego, or other governmental entities. Water Transport agrees to abide by such restrictions as a condition of its operations.

11. Water Transport shall at no time represent that it is an agent of Campland or the City of San Diego and it is agreed that Water Transport, Campland and the City are not partners or co-venturers.

12. The term of this Agreement shall commence June 1, 1986. Water Transport shall make reasonable and diligent effort to commence operations by that date, or as soon thereafter as reasonable. This agreement shall continue for three (3) years following June 1, 1986, provided, however, if either is in default of its obligations hereunder and that default continues uncured for a period of ten days after written notice thereof to the party committing the breach, the other party may terminate this Agreement upon written notice. In the event of a breach or default of the Agreement by Campland, Water Transport's sole

Transport's sole remedy shall be to execute its judgment against Campland's real or personal property it being understood and agreed that no partner or principal of Campland shall have any liability under this Agreement. After June 1, 1989, this lease shall continue from month to month on the same terms and conditions, except that either party may terminate on a 30 day notice in writing delivered to the other at any time during the term hereof. This Agreement is also subject to the terms of the lease agreement between Campland and the City of San Diego, and shall terminate immediately upon the termination of that lease agreement.

13. Notices required or permitted hereunder may be delivered by registered mail or certified mail or personally addressed to Campland at:

ASSOCIATED MOBILE ESTATES
C/O General Manager
2211 Pacific Beach Drive
San Diego, CA 92109

with copy to:

PRESIDENT
DeAnza Assets
9171 Wilshire Boulevard
Suite 627
Beverly Hills, CA 90210

and to Concessionaire, Water Transport, at:

MISSION BAY WATER TRANSPORT CORPORATION
9167 Chesapeake Drive
San Diego, CA 92123

All notices shall be effective upon delivery which, in the case of certified or registered mail, shall be deemed to be three days after deposit in a mail facility.

14. Water Transport shall be provided a slip/attenuator by Campland for the purpose of keeping its vessel when not in operation. The slip/attenuator shall provide sufficient draft for the keeping of the vessel described below at all tide levels, and have sufficient draft for access thereto. For this slip/attenuator accommodation Water Transport shall pay to Campland its usual and customary charge for such slip/attenuator rental in effect from time to time. The parties agree that the current slip/attenuator rental fee charged by Campland is \$5.25 per foot per month. Water Transport advises that the vessel to be used measures forty two feet (42') in length and draws 5-1/2 feet of water fully loaded with passengers and fuel. The slip/attenuator rental payment is exclusive of other payments required to be made hereunder. In the event Water Transport operates a second vessel in the conduct of its business, Water Transport shall have the right to rent a second slip from Campland, upon the same terms as set forth herein, with the slip/attenuator rental fee to be determined according to the length of such second vessel.

15. The parties understand that the City of San Diego charges a fee of approximately \$200 related to review and approval of concession agreements. It is agreed that Water Transport shall pay this fee at the time required by the City of

San Diego. This fee payment is exclusive of other payments to be made hereunder.

16. The parties agree that the operation of the vessel may result in persons wishing to enter the property of Campland for access to the vessel and its rides, and the parties agree that they will cooperate in determining fees to be charged for vehicles intending to enter into Campland for parking during vessel transportation. Campland may charge such vehicles its usual and customary fees for parking, or a reduced rate in its sole discretions. Campland will permit Water Transport to allow one vehicle to enter and park in the dock area for the purpose of supervision and radio contact with the vessel in operation, and allow 4 (four) parking spaces for other employees operating the vessel.

IN WITNESS WHEREOF, this Agreement is executed at San Diego, California, on the date first above written.

CAMPLAND

By: Peter G. Underhill
PETER G. UNDERHILL, General Manager

WATER TRANSPORT

By: Richard G. Tatus
RICHARD G. TATUS, President

CITY OF SAN DIEGO

By: _____

Campland On the Bay



Exhibit A

ATTENUATOR

ANNUAL
SLIP RENTALS

FUEL

BOAT
RAMP

MARI

FUEL

BOAT
RENTALS

CATAMARAN
STORAGE

CENTRAL
PARK

CAFE
VINE & STEIN
BAYROOM

MARKET &
LAUNDRY

EXIT

SWIM PLATFORM

BEACH

GUEST
DOCKS

ANNUAL
SLIP RENTALS

DOG WALK

DIRT SECTION

DOG WALK

OUTSIDE STORAGE

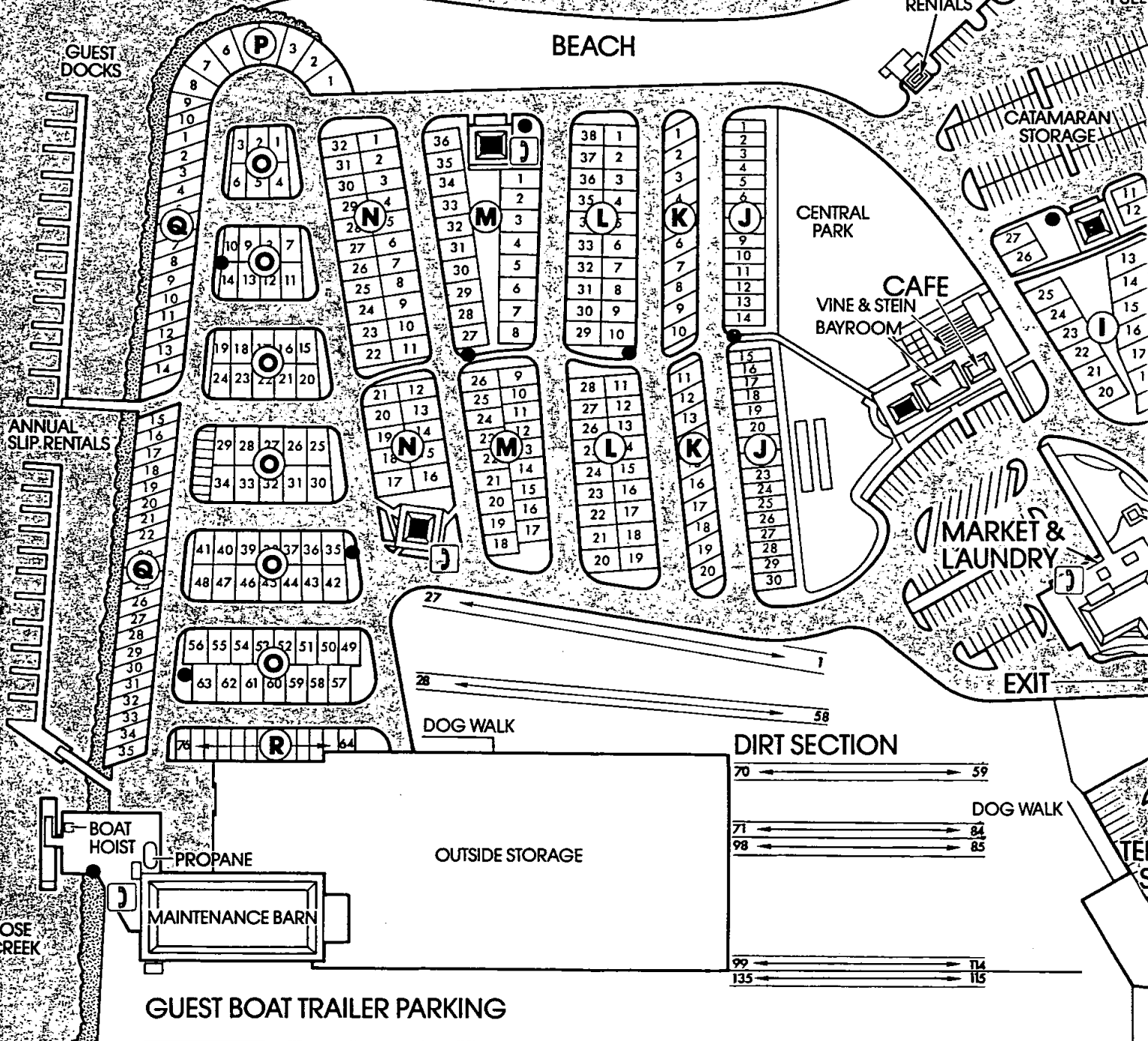
BOAT
HOIST

PROPANE

MAINTENANCE BARN

ROSE
CREEK

GUEST BOAT TRAILER PARKING



1986 SUMMER SCHEDULE - MISSION BAY WATER SHUTTLE

CAMPLAND	8:30			→	CAMPLAND	10:40	→	CAMPLAND	12:30	
↓					V/VILLAGE	11:05		↓		
		→	BAHIA	9:25		BAHIA	11:20			
			V/VILLAGE	9:40		V/VILLAGE	11:35			
SEA WORLD	8:55	—	SEA WORLD	10:10	—	SEA WORLD	12:00	—	SEA WORLD	12:55

				→	CAMPLAND	5:00				
V/VILLAGE	1:25	→	V/VILLAGE	3:05		V/VILLAGE	5:25	→	V/VILLAGE	6:35
BAHIA	1:40		BAHIA	3:20		BAHIA	5:40		BAHIA	6:50
V/VILLAGE	1:55		V/VILLAGE	3:35		V/VILLAGE	5:55		V/VILLAGE	7:05
			CAMPLAND	4:00					CAMPLAND	7:30
SEA WORLD	2:30	—	SEA WORLD	4:30	—	SEA WORLD	6:30	—	SEA WORLD	8:05

V/VILLAGE 8:35

FARES

BAHIA 8:50

V/VILLAGE 9:05

CAMPLAND 9:30

(Close for day)

The fare is \$3.00 per person for a one way trip. (One location direct to any other location) Same fare for adults and children as both are passengers per Coast Guard requirements.

A special shuttle fare of \$2.00 per person for those going from Bahia to Vacation Village, or Vacation Village to Bahia.

Notes: Schedule is for summer operation from 6/1/86 through 9/15/86.

Operation after 9/15/86 will be reduced, based upon demand. It is too early to project a fixed schedule at this time. A new schedule for that period can probably be prepared within the first two weeks after Labor Day.

The schedule is subject to interruption due to special events on the bay. (Crew Races, Speedboat Races, etc.)

Seating is on an availability basis.

Studies will be made of demand by public, and adjustments made.

Schedules and fares subject to change, but consent of Campland req'd.



This Certificate Expires 11 October 1987

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

Owner Copy

Certificate of Inspection

16711/15944

VESSEL NANCY		OFFICIAL OR AWARD NO. 641 664	SERVICE Passenger/Freight	LENGTH 41'
GROSS TONS 25	NET TONS 19	HOME PORT Los Angeles/Long Beach, California	OWNER'S NAME AND ADDRESS (Include Zip Code) Pelican Marine Transit 2013 Crescent Avenue San Pedro, California 90731	
YEAR BUILT 1981	CONSTRUCTION Steel	PLACE BUILT Long Beach, California	OPERATOR'S NAME AND ADDRESS (Include Zip Code) SAME AS OWNER	
MAXIMUM PASSENGERS ALLOWED 44		REQUIRED CREW (24 hour operation) 2 Licensed Ocean Operators 2 Deckhands		
TOTAL PERSONS ALLOWED 48				
LIFESAVING EQUIPMENT ... Lifefloats for ... Persons ... 1 Buoyant apparatus for ... 25 Persons Life Preservers: 48 Adult ... 5 Child ... 1 Ring buoys ... Rescue boat(s) Other: -		FIRE PROTECTION EQUIPMENT FIRE EXTINGUISHERS (No. Type, Size) 1 BI 3 BII FIXED SYSTEM (Medium, Pounds, Space) - AXES PUMPS HOSES (Length) - 1-H -		INSPECTION DATA Stability Letter (date and zone) 16 October 1981; LA/LB, CA (P) Drydock ed September 1984 Pressure Vessels due Propulsion Motor H. P. 490 Fuel Diesel

Route permitted and conditions of operation:

COASTWISE: Pacific Ocean between Point Conception, Ca. and 30° 11' North Latitude, not more than 20 miles from a port of safe refuge on the mainland shore. A voyage to Avalon Harbor, Santa Catalina Island is considered to be within the scope of this route.

When operating not more than twelve(12) hours in any twenty-four(24) hour period, vessel may operator with 1 Licensed Ocean Operator, 1 Deckhand and not more than 46 Passengers.

When carrying less than 24 Passengers the vessel may carry 4,000 pounds of cargo.

The inspection of the above named vessel was completed on **11 October 1984**; hereby certify that on this date the vessel was in all respects in conformity with applicable vessel inspection laws and regulations prescribed thereunder.

PERIODIC REINSPECTIONS			SIGNATURE OF OFFICER IN CHARGE
DATE	INSP. ZONE	SIGNATURE	
			L. E. BEAUDIN Captain, U.S. Coast Guard INSPECTION ZONE Los Angeles/Long Beach, California

CERTIFICATE OF DOCUMENTATION

OMB APPROVED
2115-0110

1. VESSEL NAME NANCY		14. PROPULSION YES		15. HULL MATERIAL STEEL	
2. OFFICIAL NUMBER 641 664		3. TONNAGE GROSS 25 NET 19 L. B. D. 39.7 13.2 5.9		16. TRADE ENDORSEMENTS. DO NOT INSERT ANY TRADES FROM WHICH VESSEL IS RESTRICTED. SEE BLOCK 8.	
4. HOME PORT LOS ANGELES-LONG BEACH, CALIFORNIA		THIS VESSEL IS PRESENTLY DOCUMENTED FOR: COASTWISE		THIS VESSEL IS PRESENTLY DOCUMENTED FOR:	
5. BUILD: PLACE(S) YEAR LONG BEACH, CALIFORNIA 1981		DATE 5 May 1986 SIGNATURE <i>[Signature]</i>		DATE SIGNATURE	
6. OWNER MISSION BAY WATER TRANSPORTATION CORPORATION, a California Corporation, Sole Owner 100%		THIS VESSEL IS PRESENTLY DOCUMENTED FOR:		THIS VESSEL IS PRESENTLY DOCUMENTED FOR:	
7. OWNER'S ADDRESS 9167 Chesapeake Drive San Diego, California 92123		DATE SIGNATURE		DATE SIGNATURE	
8. RESTRICTIONS NONE		THIS VESSEL IS PRESENTLY DOCUMENTED FOR:		THIS VESSEL IS PRESENTLY DOCUMENTED FOR:	
9. ENTITLEMENTS NONE		DATE SIGNATURE		DATE SIGNATURE	
10. PORT OF ISSUANCE LOS ANGELES-LONG BEACH, CA		11. DATE OF ISSUANCE 5 May 1986		DATE SIGNATURE	
12. SIGNATURE & SEAL <i>[Signature]</i> T. P. ZACHRY, Vessel Documentation Specialist		MAY 1986		DATE SIGNATURE	
*INDICATES CHANGE IN ITEM. NATURE OF WHICH IS REFLECTED ON REVERSE OF DOCUMENT.					
PREFERRED MORTGAGE ENDORSEMENTS					
MORTGAGE ENDORSEMENT		MORTGAGE AMENDMENTS			
INSTRUMENT PM 8, INST. 795		INSTRUMENT PM, INST.		1. INSTRUMENT AMENDED PM, INST. CHANGE	
MORTGAGOR Mission Bay Water Transportation Corporation, a California corporation		MORTGAGOR		DATE AND TIME OF ENDORSEMENT	
MORTGAGEE Joaquin A. Medina and Vera D. Medina, as joint tenants		MORTGAGEE		SIGNATURE AND SEAL	
AMOUNT \$25,000.00		AMOUNT		PORT	
MATURITY DATE 7 May 1989		MATURITY DATE		2. INSTRUMENT AMENDED PM, INST. CHANGE	
DATE AND TIME OF ENDORSEMENT 5 June 1986 at 8:35 A.M.		DATE AND TIME OF ENDORSEMENT		DATE AND TIME OF ENDORSEMENT	
SEPARATE DISCHARGE (IF ANY)		SEPARATE DISCHARGE (IF ANY)		SIGNATURE AND SEAL	
SIGNATURE AND SEAL A. L. CAMPBELL <i>[Signature]</i>		SIGNATURE AND SEAL		PORT	
PORT Los Angeles-Long Beach, CA		PORT		3. INSTRUMENT AMENDED PM, INST. CHANGE	
SATISFACTION SATISFIED BY PM, INST., FILED AT		SATISFACTION SATISFIED BY PM, INST., FILED AT		DATE AND TIME OF ENDORSEMENT	
DATE OF ENTRY		DATE OF ENTRY		SIGNATURE AND SEAL	
SIGNATURE & SEAL PORT		SIGNATURE & SEAL PORT		PORT	

**INDICATES THAT SUPPLEMENTAL MORTGAGE INSTRUMENT HAS BEEN FILED.

CITY OF SAN DIEGO	
PROPERTY DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON. COPY
☐	ORIGINATOR

October 18, 1991

Ms. Mary Stein, General Manager
Campland on the Bay
2211 Pacific Beach Dr.
San Diego, CA 92109-5699

RE: Consent to Sublease Agreement

Dear Mary:

The City does hereby grant to Campland on the Bay, its consent to sublease to California Pacific Catamaran Rental, Inc. Please find enclosed the Consent to Sublease Agreement to attest to the City's approval.

Should you have any questions, please contact me at 236-6066.

Cordially yours,



Norman Swain, Property Agent
Property Management Division

ENCL.

cc: Don Barone
Robert Collins

NRS:nrs

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement (Master Lease) entered into with

CITY OF SAN DIEGO	
PROPERTY DEPT.	
☐	DIRECTOR
☐	DEPUTY MANAGER
☒	FILE COPY
☐	CHRON. COPY
☐	ORIGINATOR

CAMPLAND ON THE BAY

(LESSEE) and filed on the Office of the City Clerk as Document No. 723339, hereby consents to that certain Sublease Agreement between the above LESSEE (SUBLESSOR) and

CALIFORNIA PACIFIC CATAMARAN RENTAL, INC.

(SUBLESSEE) dated JULY 8, 1991. Said Sublease shall be subordinate to the Master Lease in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and that all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease. The CITY is not bound by any term or condition in the Sublease which in any way conflicts with or is additional to the provisions or the Master Lease. In addition, this consent is subject to the following conditions:

1. LESSEE shall provide an insurance policy in the amount of Ten Million (\$10,000,000.00) Dollars and it shall include off-premises coverage. The City of San Diego shall be named as an Additional Insured on the Certificate of Insurance.
2. All rental vessels will be operated in the designated areas and in such manner as established by the City's Lifeguard Services Division of the Park and Recreation Department.
3. Concession Agreement, Section 2. Grant of License, the following is added:
.....All other rental vessels not named in this section shall have prior written approval of the City Manager.

THE CITY OF SAN DIEGO

Dated 10-11-91

By Robert J. Collins
Supervising Property Agent
for the City Manager

10-11-91
PAGE -2-
Consent to Sublease Assignment

APPROVED AS TO FORM:

JOHN W. WITT, City Attorney

Dated

10/18/91

By

[Signature]
Deputy

NRS:nrs

CONCESSION AGREEMENT

This Agreement made and entered into this 1st day of June, 1991, by and between DE ANZA CORPORATION, a California corporation and ASSOCIATED MOBILE ESTATES (hereinafter sometimes collectively called, "De Anza") and CALIFORNIA PACIFIC CATAMARAN RENTAL, INC. hereinafter called, "Concessionaire") and SKIP HURWITZ.

WITNESSETH

WHEREAS, De Anza leases from the City of San Diego certain real property located at 2211 Pacific Beach Drive, San Diego, California 92109-5699, improved with a recreational vehicle park known and referred to herein as CAMPLAND.

WHEREAS, Concessionaire is desirous of obtaining the concession for renting out catamarans, windsurfers and selling miscellaneous items approved by De Anza at CAMPLAND.

NOW, THEREFORE, it is hereby covenanted and agreed by the parties as follows:

1. Nature of Agreement

This Agreement confers a license on the Concessionaire to use the portion of the CAMPLAND property as is described herein for the purposes of this Agreement. This Agreement does not constitute a lease of premises.

2. Grant of License

During the term hereof De Anza hereby grants to Concessionaire a license to operate the business of renting catamarans, windsurfers, and other boats as approved by De Anza and the City of San Diego at CAMPLAND (herein sometimes referred to as "Concession") within the area designated pursuant hereto. There is attached as Exhibit "A" hereto a site plan prepared by De Anza clearly delineating that area with CAMPLAND within which the Concessionaire shall maintain its Concession and within which all vessels and windsurfers are to be launched and returned to the shore, ("Designated Area"). Concessionaire shall abide by said designation.

3. Maintenance of Improvements

Concessionaire shall, at its sole cost and expense, maintain all structures and other improvements, whether personal property or real property, which Concessionaire has caused to be constructed or which Concessionaire uses for or incident to the conduct of its business. The maintenance hereby required of Concessionaire includes but is not limited to cleaning, painting, repairing and generally maintaining the improvements and surrounding land and

water area in conformity with applicable codes, ordinances and laws and in a manner reasonably satisfactory to De Anza. Any such maintenance not performed by Concessionaire may, upon 24 hours notice by De Anza to Concessionaire, be performed by De Anza and charged to Concessionaire at full cost plus 15%; this right of De Anza shall not serve to waive or remedy any breach by Concessionaire of this Agreement by its failure to maintain.

4. Completion of Construction Lien Fee

Concessionaire hereby agrees to expeditiously proceed with the construction of any improvements approved in advance by De Anza and to complete construction thereof in accordance with the plans and specifications approve by all required governmental entities and De Anza within ten days from the date De Anza approves the plans and specifications for the improvements. Construction shall be completed in a good and workmanlike manner in accordance with all applicable laws, rules and regulations of all governmental agencies having jurisdiction over the construction and free and clear of all liens and encumbrances, mechanics or materialmen liens. The assertion of any mechanics lien, conditional sales contracts, installment contracts or other lien charges or encumbrances caused or suffered by it and arising in connection with the construction of the improvements, agrees to hold CAMPLAND, the City of San Diego, de Anza, and Associated Mobile Estates, and their respective officers, directors, shareholders, partners, agents, employees, and attorneys free and harmless from all liens and claims of lien for labor and material, equipment or supplies, or either or all of them threatened or filed against any of the foregoing from and against all loss, claim, expense and liability in connection therewith, including but not limited to court costs and attorneys' fees resulting or arising therefrom. Should any liens or claims of lien be filed or recorded against CAMPLAND, the City of San Diego, Associated Mobil Estates, or De Anza, or should De Anza receive notice of any unpaid bill or charge in connection with the construction of the improvements, De Anza may, but shall not be obligated to pay any such bill, or claim, or charge and shall be entitled to reimbursement upon demand from Concessionaire with interest at the maximum rate allowed by law. Concessionaire shall, at the request of De Anza, furnish to De Anza proper indemnity in connection with such claims, either by satisfactory corporate surety bond, completion bond or otherwise as may be reasonably requested by De Anza. Concessionaire shall notify De Anza in writing at least ten days prior to the commencement of any improvements and shall not interfere with the posting by De Anza of a notice of non-responsibility as defined in Civil Code Section 3094. Concessionaire shall obtain from contractors, laborers, materialmen liens in connection with the improvements.

5. Term

The term of this Agreement will be for a period of one year commencing June 1, 1991. Provided that Concessionaire is not in

breach of any of the provisions hereof and has timely and fully performed all of its duties and obligations under this Agreement, Concessionaire shall have two consecutive one-year options to renew this Agreement by giving written notice to De Anza of its election to renew at least sixty (60) days prior to the expiration date of the first and/or second year, as the case may be.

6. Providing of Service

(a) Equipment and Utilities -- Concessionaire shall at all times during the term of this Agreement, at its costs, adequately furnish, stock, and equip the Designated Area and the improvements with a sufficient number of catamarans, windsurfers, miscellaneous items approved in writing by De Anza, and ancillary equipment and supplies so as to meet the demand for the rental and sale thereof. Concessionaire will also be responsible for all costs of installing and providing all utilities, telephones and electricity in connection with the Concession.

(b) Employees -- Concessionaire shall pay all salaries, wages, workmens' compensation insurance, payroll taxes, social security taxes and similar taxes and other compensation of employees, agents and personnel hired in connection with the operation of the Concession contemplated hereby. All such employees and personnel shall be required by Concessionaire to wear approved uniforms conforming to CAMPLAND's standards and specifications, the costs of acquiring, furnishing and maintaining such uniforms shall be borne by Concessionaire. Concessionaire shall, upon demand by De Anza, discharge any employee found to be unsatisfactory in the discretion of the General Manager of CAMPLAND, (whether or not Concessionaire agrees with the determination). Notwithstanding the foregoing, all agents, employees, or personnel of De Anza or CAMPLAND. Concessionaire hereby agrees to hold harmless De Anza, CAMPLAND, Associated Mobile Estates, and their respective officers, directors, shareholders, partners, employees, agents and attorneys from any wage or compensation claims, workmen's compensation insurance, and payroll taxes, social security taxes and similar taxes of any of Concessionaire's agents, employees or personnel hired or used by Concessionaire in connection with the operation of the Concession contemplated hereby.

7. Quality of Operation

Concessionaire recognizes that CAMPLAND is considered an exclusive, high-quality recreational vehicle park, and Concessionaire shall operate and maintain the Concession contemplated hereby in such a manner as to ensure that its dealings with the public will be consistent with the operation of the facility as part of a high-quality recreational vehicle park and conform to the image and reputation of CAMPLAND.

8. No Other Rights

Concessionaire shall not have any other rights by implication or otherwise to provide any other services, conduct any other activities or business at CAMPLAND, other than the business of the Concession as provided for herein.

9. Hours of Operation

Concessionaire shall remain open for operation and stand ready, willing and able to rent out boats and windsurfers, and sell miscellaneous items during the following periods and hours throughout the term hereof:

June 15 - September 15: 7 days a week, from 9:00 AM to 5:00 PM.

September 16 - June 14: 9:00 AM to 5:00 PM weekends only, but not during times of rain, or similar severely adverse weather conditions.

During Campland Holidays: 9:00 AM to 5:00 PM, except during times of rain, or similar severely adverse weather conditions. CAMPLAND holidays shall be such days as are designated by the General Manager at CAMPLAND as holidays.

Concessionaire shall post and advertise its hours of operation and remain open and provide the rental services and facilities contemplated hereby during such hours. The hours so posted or advertised must conform to the requirements of this paragraph. All signs used on or in connection with the Concession shall be subject to the approval of the General Manager of CAMPLAND and shall conform to a design which is consistent with CAMPLAND.

10. Permits and Licenses

Concessionaire shall obtain and maintain (at its sole cost) during the term hereof all necessary permits and licenses and when required or appropriate for the conduct of the Concession and for the construction of the improvements referred to herein.

11. Maintenance

Concessionaire shall, during the term hereof, maintain, repair, refurbish and replenish all equipment, inventory, supplies, furnishings, and facilities, including the exterior and interior portions of the improvements constructed by Concessionaire; any and all fixtures pertaining to the improvements; the catamarans and windsurfers and shall paint and refurbish the same as may be necessary to present a first class, neat and well-maintained appearance, and to keep in sound, sturdy and sea-worthy condition

the catamarans and windsurfers. Concessionaire shall be responsible for beach and building cleanliness from the De Anza CAMPLAND boat ramp, to approximately 25 feet east of the improvements to be constructed pursuant hereto in the Designated Area.

12. Use of Name

Use by Concessionaire of the names "De Anza" "De Anza CAMPLAND", "CAMPLAND ON THE BAY", or "Campland", will be limited to directional purposes. The name of California Pacific Catamaran Rental, Inc. will be highlighted in all Concessionaire advertising. Cost of any such advertising shall be the sole responsibility of Concessionaire. Concessionaire shall not utilize the name, trademark or logo type of CAMPLAND or De Anza or publish any information regarding the same without the prior written approval of the General Manager of CAMPLAND. De Anza shall have the right to withdraw any such approval at any time that De Anza, in its sole discretion, determines. The word "advertising" and every derivative thereof, wherever used in this communication with the public, including but not limited to periodicals, newspapers, billboards, leaflets, brochures, television, radio and letters, and direct oral communication and telephone calls utilized on a program basis, engaged directly or indirectly by Concessionaire or its officers, employees, agents, personnel or representatives, or by any independent contractor or other party supplying goods or services to Concessionaire or its officers, employees, agents, personnel or representatives, or by any independent contractor or other party supplying goods or services to Concessionaire or to whom Concessionaire supplies goods and services.

13. Compliance with Law

Concessionaire will not conduct nor permit to be conducted any unlawful business, occupation or activity in the designated Area and shall at all times comply with all City, County, State and Federal laws, ordinances, rules and regulations. Concessionaire's activities and those of its agents, servants, invitees, customers, employees and personnel shall at all times be in keeping with and not inconsistent with or detrimental to any of the operations at CAMPLAND.

14. Payment of Concession Fee

(a) Concessionaire shall pay to De Anza, or its duly designated agent, in such place in San Diego County, California, as may from time to time be fixed by De Anza, as fee for the gross sales made in, upon or from the Concession, adjusted on a monthly basis. There shall not be any amounts deducted from "gross sales", including, without limitation, credit card commissions or discounts incurred in connection with the Concession, except that it is understood that the term "gross sales" shall be exclusive of all taxes added to the regular retail price of any goods, wares,

taxes added to the regular retail price of any goods, wares, merchandise and services sold or rented out by the Concessionaire at CAMPLAND. Within nine (9) days after the end of each month during the term of this Agreement, Concessionaire shall present to De Anza a statement certified by Concessionaire to be true and correct and showing the gross sales made from the Concession during the preceding month, and Concessionaire shall pay therewith a sum equivalent to the percentage of such gross sales as herein above set forth. In the event Concessionaire engages the services of an independent public accountant for any period, it shall furnish to De Anza statements of all monthly sales for such period certified by such accountant.

(b) Concessionaire covenants that it will regularly keep and maintain complete books of accounts and ledgers, according to an accounting system approved by De Anza which reflects all of the business activities of the Concession and which conforms to the requirements imposed by the City of San Diego in its lease with De Anza. De Anza shall have the right to examine such books and records periodically and at reasonable times. In the event De Anza makes an examination or audit which reveals that actual gross sales exceed the reported gross sales by more than one percent (1%), the cost and expense of such examination or audit shall be fully borne by the Concessionaire and Concessionaire shall, on demand, pay to De Anza any deficiency revealed by such examination or audit plus interest thereon from the due date thereof, at the maximum rate allowed by law. Any willful understatement of gross sales by Concessionaire shall be a cause for termination of this Agreement by De Anza.

(c) All prices to be charged for goods, merchandises, wares and services to be sold or rented by Concessionaire shall be set forth in a schedule that Concessionaire is to deliver to De Anza for its written approval prior to the execution of this Agreement. Any change in that price schedule must be submitted to De Anza in writing for approval prior to its being put into effect by Concessionaire.

15. Maintenance of Logos

Concessionaire agrees to maintain, at Concessionaire's cost, the CAMPLAND logo on the Catamaran sails and windsurfer sails rented out by Concessionaire pursuant to this Agreement. Such logos will be supplied by CAMPLAND, however, the cost thereof will be borne by Concessionaire.

16. Termination Without Cause

Either party may terminate this Agreement at any time without cause by giving the other party sixty (60) days written notice of termination. This right of termination shall be in addition to any other right of termination provided for herein. If

this Agreement is terminated by De Anza pursuant to this paragraph, De Anza shall purchase Concessionaire's sails bearing CAMPLAND ON THE BAY logos. at original cost less 1/36 of such cost for every month that has elapsed since the date of purchase.

17. Rules and Regulations of the Park

At all times during the term on this Agreement, Concessionaire shall abide by, carry out and comply with and cause its employees, agents, servants, invitees, customers and personal to abide by, carry out, and comply with all rules and regulations of CAMPLAND.

18. Termination

This Agreement may be terminated at any time by De Anza in the event of a breach or failure of Concessionaire to timely and completely perform all of its duties and obligations hereunder. Such termination shall, however, be accompanied by a written notice specifying the particular breach or failure and Concessionaire shall be permitted to cure the same within fifteen (15) days from the date of said notice. In addition to the right to terminate this Agreement, in the event Concessionaire fails to cure the breach or failure specified in the foregoing notice, it shall be liable to De Anza for such damages and be subject to such equitable relief and remedies as may be allowed by a court.

19. Insurance

Before Concessionaire resumes, continues or commences construction of any additional improvements provided for in this Agreement, Concessionaire shall take out and keep in force during the term of this Agreement, at Concessionaire's sole cost and expense, a policy of public liability insurance, property damage and "all risk" insurance and course of construction insurance, with One Million Dollars combined single limit coverage to protect against liability to people or property incident to construction of the improvements and/or resulting in any way from the use of the Designated Area, and/or the conduct or operation of the Concession. In addition, Concessionaire shall take out and keep in force during the term of this Agreement, at Concessionaire sole's expense, in the amount of \$250,000 , fire and extended risk coverage, insuring the Designated Area, all improvements, equipment, supplies, inventory, items kept, sold or rented thereon and, if applicable, malpractice coverage for those business activities pertaining to the touching of third parties. CAMPLAND, De Anza, Associated Mobile Estates and the City of San Diego shall be named co-insured under said insurance. All insurance shall be issued by reputable insurance carriers licensed to transact business in the State of California that are acceptable to De Anza. All policies shall contain a waiver of subrogation against De Anza and Associated Mobile Estates, and shall include by endorsement this Liability for

Mobile Estates, and shall include by endorsement this Liability for Claims provision and shall not be cancelable by Concessionaire unless De Anza shall have consented thereto in writing. In the event Concessionaire fails to obtain the required insurance, De Anza may obtain the same and the cost hereof shall be paid by Concessionaire upon demand plus interest thereon from date of payment at the maximum rate allowed by law.

20. Acts of God

Neither party hereto shall be responsible or be deemed in default by reason of any inability to perform its obligations hereto due to acts of God, or the public enemy; by civil war, insurrections or riots; fire, floods, explosions, earthquakes or serious accidents, epidemics or quarantine restriction; any act of government, governmental priorities, allocations, regulations or orders affecting facilities; strikes or labor disputes. In the event the performance by either party of its obligations shall be substantially reduced or prevented due to any such cause for a period of thirty (30) days or more, the Agreement may be terminated upon written notice given by the other party within ten (10) days after the expiration of such thirty (30) day period.

21. Assignment

Concessionaire shall not assign this Agreement or any interest herein without the written consent of De Anza first had and obtained therefore. Any assignment of this Agreement or any interest herein without the prior written consent of De Anza first and obtained therefore shall be null and void, and shall, at the option of De Anza, terminate this Agreement.

22. Notices

Notice required or permitted hereunder may be delivered by registered mail or personally , addressed to De Anza at:

CAMPLAND ON THE BAY
c/o General Manager
2211 Pacific Beach Drive
San Diego, CA 92109-5699

with copy to:

Barry McCabe, President
DE ANZA ASSETS
9171 Wilshire Boulevard, Ste. 600
Beverly Hills, CA 90210

and to Concessionaire at:

CALIFORNIA PACIFIC CATAMARAN RENTAL, INC.
2211 Pacific Beach Drive
San Diego, CA 92109-5699

23. Attorneys Fees

In the event of any proceedings by either party hereto to enforce the terms and provisions of this Agreement, whether or not suit is instituted in connection therewith, the prevailing party shall be entitled, in addition to all other relief granted or awarded in a any suite or proceedings, to a reasonable sum as and for attorneys' fees incurred in connection therewith.

24. General Provisions

(a) If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

(b) The laws of the State of California shall govern the validity, construction and effect of this Agreement. Whenever any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

(c) It is expressly agreed that there are no oral representations, understandings, stipulations, agreements or promises pertaining to this Agreement not incorporated in writing herein, and it is agreed that this Agreement shall not be altered, waived, amended or extended otherwise than as provided herein, except as may be done in writing signed by the proper authority.

(d) All swimming and other clothing to be worn by employees of Concessionaire for the purpose of this Agreement shall be in keeping with the operation of CAMPLAND by De Anza, and shall be subject to its approval.

25. Indemnity

Concessionaire shall hold free and harmless and indemnify De Anza, Associated Mobile Estates, CAMPLAND, the City of San Diego, their respective officers, directors, shareholders, partners, agents, employees and attorneys from any and all liabilities, claims costs, expenses, and attorneys' fees arising out of or in connection with the operation of the Concession by Concessionaire, its contractors, agents, employees, representatives, customers and invitees.

26. Joint and Several Liability

In order to induce De Anza to grant this Concession to California Pacific Catamaran, Inc., its President, Skip G. Hurwitz, hereby agrees that he will be personally, jointly and severally

liable for all the obligations and undertakings of California Pacific Catamaran, Inc. set forth in this Agreement.

EXECUTED at San Diego, California on the date above written.

DE ANZA CORPORATION

By: Mary Sh

ASSOCIATED MOBILE ESTATES

By: [Signature]

CALIFORNIA PACIFIC
CATAMARAN RENTAL, INC.

Date Signed: July 8, 1991

[Signature]

CONCESSION AGREEMENT

This Agreement made and entered into this 1st day of June, 1990, by and between DE ANZA CORPORATION, a California corporation and ASSOCIATED MOBILE ESTATES (hereinafter sometimes collectively called, "De Anza") and CALIFORNIA PACIFIC CATAMARAN RENTAL, INC. (hereinafter called, "Concessionaire") and SKIP HURWITZ.

WITNESSETH

WHEREAS, De Anza leases from the City of San Diego certain real property located at 2211 Pacific Beach Drive, San Diego, California 92109-5699, improved with a recreational vehicle park known and referred to herein as CAMPLAND.

WHEREAS, Concessionaire is desirous of obtaining the concession for renting out catamarans, windsurfers and selling miscellaneous items approved by De Anza at CAMPLAND.

NOW, THEREFORE, it is hereby covenanted and agreed by the parties as follows:

1. Nature of Agreement

This Agreement confers a license on the Concessionaire to use the portion of the CAMPLAND property as is described herein for the purposes of this Agreement. This Agreement does not constitute a lease of premises.

2. Grant of License

During the term hereof De Anza hereby grants to Concessionaire a license to operate the business of renting catamarans, windsurfers, and other boats as approved by De Anza, and selling miscellaneous items approved by De Anza and the City of San Diego at CAMPLAND (herein sometimes referred to as "Concession") within the area designated pursuant hereto. There is attached as Exhibit "A" hereto a site plan prepared by De Anza clearly delineating that area with CAMPLAND within which the Concessionaire shall maintain its Concession and within which all vessels and windsurfers are to be launched and returned to the shore, ("Designated Area"). Concessionaire shall abide by said designation.

3. Maintenance of Improvements

Concessionaire shall, at its sole cost and expense, maintain all structures and other improvements, whether personal property or real property, which Concessionaire has caused to be constructed or which Concessionaire uses for or incident to the conduct of its business. The maintenance hereby required of Concessionaire includes but is not limited to cleaning, painting, repairing and generally maintaining the improvements and

surrounding land and water area in conformity with applicable codes, ordinances and laws and in a manner reasonably satisfactory to De Anza. Any such maintenance not performed by Concessionaire may, upon 24 hours notice by De Anza to Concessionaire, be performed by De Anza and charged to Concessionaire at full cost plus 15%; this right of De Anza shall not serve to waive or remedy any breach by Concessionaire of this Agreement by its failure to maintain.

4. Completion of Construction Lien Fee

Concessionaire hereby agrees to expeditiously proceed with the construction of any improvements approved in advance by De Anza and to complete construction thereof in accordance with the plans and specifications approved by all required governmental entities and De Anza within ten days from the date De Anza approves the plans and specifications for the improvements. Construction shall be completed in a good and workmanlike manner in accordance with all applicable laws, rules and regulations of all governmental agencies having jurisdiction over the construction and free and clear of all liens and encumbrances, mechanics or materialmens liens. The assertion of any mechanics lien, in connection with such improvements shall be a ground for termination of this Agreement. Concessionaire hereby upon completion of warrants that upon completion of construction there will be no chattel mortgages, mechanics liens, conditional sales contracts, installment contracts or other lien charges or encumbrances caused or suffered by it and arising in connection with the construction of the improvements, agrees to hold CAMPLAND, the City of San Diego, De Anza and Associated Mobile Estates, and their respective officers, directors, shareholders, partners, agents, employees, and attorneys free and harmless from all liens and claims of lien for labor and material, equipment or supplies, or either or all of them, threatened or filed against any of the foregoing from and against all loss, claim, expense and liability in connection therewith, including but not limited to court costs and attorneys' fees resulting or arising therefrom. Should any liens or claims of lien be filed or recorded against CAMPLAND, the City of San Diego, Associated Mobile Estates, or De Anza, or should De Anza receive notice of any unpaid bill or charge in connection with the construction of the improvements, De Anza may, but shall not be obligated to pay any such bill or claim or charge and shall be entitled to reimbursement upon demand from Concessionaire with interest at the maximum rate allowed by law. Concessionaire shall, at the request of De Anza, furnish to De Anza proper indemnity in connection with such claims, either by satisfactory corporate surety bond, completion bond or otherwise as may be reasonably requested by De Anza. Concessionaire shall notify De Anza in writing at least ten days prior to the commencement of any improvements and shall not interfere with the posting by De Anza of a notice of non-responsibility as defined in Civil Code Section 3094. Concessionaire shall obtain from contractors, laborers, materialmen and suppliers a waiver from them of their claims to mechanics liens in connection with the improvements.

5. Term

The term of this Agreement will be for a period of one year commencing June 1, 1990. Provided that Concessionaire is not in breach of any of the provisions hereof and has timely and fully performed all of its duties and obligations under this Agreement, Concessionaire shall have two consecutive one-year options to renew this Agreement by giving written notice to De Anza of its election to renew at least sixty (60) days prior to the expiration date of the first and/or second year, as the case may be.

6. Providing of Service

(a) Equipment and Utilities-- Concessionaire shall at all times during the term of this Agreement, at its cost, adequately furnish, stock, and equip the Designated Area and the improvements with a sufficient number of catamarans, windsurfers, miscellaneous items approved in writing by De Anza, and ancillary equipment and supplies so as to meet the demand for the rental and sale thereof. Concessionaire will also be responsible for all costs of installing and providing all utilities, telephones and electricity in connection with the Concession.

(b) Employees-- Concessionaire shall pay all salaries, wages, workmens' compensation insurance, payroll taxes, social security taxes and similar taxes and other compensation of employees, agents and personnel hired in connection with the operation of the Concession contemplated hereby. All such employees and personnel shall be required by Concessionaire to wear approved uniforms conforming to CAMPLAND'S standards and specifications, the costs of acquiring, furnishing and maintaining such uniforms shall be borne by Concessionaire. Concessionaire shall, upon demand by De Anza, discharge any employee found to be unsatisfactory in the discretion of the General Manager of CAMPLAND, (whether or not Concessionaire agrees with the determination). Notwithstanding the foregoing, all agents, employees, or personnel hired or used by Concessionaire shall be deemed its employees and not agents, employees, or personnel of De Anza or CAMPLAND. Concessionaire hereby agrees to hold harmless De Anza, CAMPLAND, Associated Mobile Estates, and their respective officers, directors, shareholders, partners, employees, agents and attorneys from any wage or compensation claims, workmen's compensation insurance, and payroll taxes, social security taxes and similar taxes of any of Concessionaire's agents, employees or personnel hired or used by Concessionaire in connection with the operation of the Concession contemplated hereby.

7. Quality of Operation

Concessionaire recognizes that CAMPLAND is considered an exclusive, high-quality recreational vehicle park, and Concessionaire shall operate and maintain the Concession

contemplated hereby in such a manner as to ensure that its dealings with the public will be consistent with the operation of the facility as a part of a high-quality recreational vehicle park and conform to the image and reputation of CAMPLAND.

8. No Other Rights

Concessionaire shall not have any other rights by implication or otherwise to provide any other services, conduct any other activities or business at CAMPLAND, other than the business of the Concession as provided for herein.

9. Hours of Operation

Concessionaire shall remain open for operation and stand ready, willing and able to rent out boats and windsurfers, and sell miscellaneous items during the following periods and hours throughout the term hereof:

June 15 - September 15: 7 days a week, from 9:00am to 5:00pm.

September 16 - June 14: 9:00am to 5:00pm, weekends only, but not during times of rain, or similar severely adverse weather conditions.

During Campland Holidays: 9:00am to 5:00pm, except during times of rain, or similar severely adverse weather conditions. CAMPLAND holidays shall be such days as are designated by the General Manager at CAMPLAND as holidays.

Concessionaire shall post and advertise its hours of operation and remain open and provide the rental services and facilities contemplated hereby during such hours. The hours so posted or advertised must conform to the requirements of this paragraph. All signs used on or in connection with the Concession shall be subject to the approval of the General Manager of CAMPLAND and shall conform to a design which is consistent with CAMPLAND.

10. Permits and Licenses

Concessionaire shall obtain and maintain (at its sole cost) during the term hereof all necessary permits and licenses and when required or appropriate for the conduct of the Concession and for the construction of the improvements referred to herein.

11. Maintenance

Concessionaire shall, during the term hereof, maintain, repair, refurbish and replenish all equipment, inventory, supplies, furnishings, and facilities, including the exterior and interior portions of the improvements constructed by Concessionaire; any and all fixtures pertaining to the improvements; the catamarans and windsurfers and shall paint and

refurbish the same as may be necessary to present a first class, neat and well-maintained appearance, and to keep in sound, sturdy and sea-worthy condition the catamarans and windsurfers. Concessionaire shall be responsible for beach and building cleanliness from the De Anza CAMPLAND boat ramp, to approximately 25 feet east of the improvements to be constructed pursuant hereto in the Designated Area.

12. Use of Name

Use by Concessionaire of the names "De Anza," "De Anza CAMPLAND," "CAMPLAND ON THE BAY," or "Campland," will be limited to directional purposes. The name of California Pacific Catamaran Rental, Inc. will be highlighted in all Concessionaire advertising. Cost of any such advertising shall be the sole responsibility of Concessionaire. Concessionaire shall not utilize the name, trademark or logo type of CAMPLAND or De Anza or publish any information regarding the same without the prior written approval of the General Manager of CAMPLAND. De Anza shall have the right to withdraw any such approval at any time that De Anza, in its sole discretion, determines. The word "advertising" and every derivative thereof, wherever used in this communication with the public, including but not limited to periodicals, newspapers, billboards, leaflets, brochures, television, radio and letters, and direct oral communication and telephone calls utilized on a program basis, engaged directly or indirectly by Concessionaire or its officers, employees, agents, personnel or representatives, or by any independent contractor or other party supplying goods or services to Concessionaire or its officers, employees, agents, personnel or representatives, or by any independent contractor or other party supplying goods or services to Concessionaire or to whom Concessionaire supplies goods and services.

13. Compliance with Law

Concessionaire will not conduct nor permit to be conducted any unlawful business, occupation or activity in the Designated Area and shall at all times comply with all city, county, state and federal laws, ordinances, rules and regulations. Concessionaire's activities and those of its agents, servants, invitees, customers, employees and personnel shall at all times be in keeping with and not inconsistent with or detrimental to any of the operations at CAMPLAND.

14. Payment of Concession Fee

(a) Concessionaire shall pay to De Anza, or its duly designated agent, in such place in San Diego County, California, as may from time to time be fixed by De Anza, as fee for the Concession, a sum equal to twelve percent (12%) of the annual gross sales made in, upon or from the Concession, adjusted on a monthly basis. There shall not be any amounts deducted from "gross sales," including, without limitation, credit card commissions or discounts incurred in connection with the Conces-

sion, except that it is understood that the term "gross sales" shall be exclusive of all taxes added to the regular retail price of any goods, wares, merchandise and services sold or rented out by the Concessionaire at CAMPLAND. Within nine (9) days after the end of each month during the term of this Agreement, Concessionaire shall present to De Anza a statement certified by Concessionaire to be true and correct and showing the gross sales made from the Concession during the preceding month, and Concessionaire shall pay therewith a sum equivalent to the percentage of such gross sales as herein above set forth. In the event Concessionaire engages the services of an independent public accountant for any period, it shall furnish to De Anza statements of all monthly sales for such period certified by such accountant.

(b) Concessionaire covenants that it will regularly keep and maintain complete books of accounts and ledgers, according to an accounting system approved by De Anza which reflects all of the business activities of the Concession and which conforms to the requirements imposed by the City of San Diego in its lease with De Anza. De Anza shall have the right to examine such books and records periodically and at reasonable times. In the event De Anza makes an examination or audit which reveals that actual gross sales exceed the reported gross sales by more than one percent (1%), the cost and expense of such examination or audit shall be fully borne by the Concessionaire and Concessionaire shall, on demand, pay to De Anza any deficiency revealed by such examination or audit plus interest thereon from the due date thereof, at the maximum rate allowed by law. Any willful understatement of gross sales by Concessionaire shall be a cause for termination of this Agreement by De Anza.

(c) All prices to be charged for goods, merchandise, wares and services to be sold or rented by Concessionaire shall be set forth in a schedule that Concessionaire is to deliver to De Anza for its written approval prior to the execution of this Agreement. Any change in that price schedule must be submitted to De Anza in writing for approval prior to its being put into effect by Concessionaire.

15. Maintenance of Logos

Concessionaire agrees to maintain, at Concessionaire's cost, the CAMPLAND logo on the catamaran sails and windsurfer sails rented out by Concessionaire pursuant to this Agreement. Such logos will be supplied by CAMPLAND, however, the cost thereof will be borne by Concessionaire.

16. Termination Without Cause

Either party may terminate this Agreement at any time without cause by giving the other party sixty (60) days written notice of termination. This right of termination shall be in addition to any other right of termination provided for herein. If this Agreement is terminated by De Anza pursuant to this

paragraph, De Anza shall purchase Concessionaire's sails bearing CAMPLAND ON THE BAY logos, at original cost less 1/36 of such cost for every month that has elapsed since the date of purchase.

17. Rules and Regulations of the Park

At all times during the term on this Agreement, Concessionaire shall abide by, carry out and comply with and cause its employees, agents, servants, invitees, customers and personnel to abide by, carry out, and comply with all rules and regulations of CAMPLAND.

18. Termination

This Agreement may be terminated at any time by De Anza in the event of a breach or the failure of Concessionaire to timely and completely perform all of its duties and obligations hereunder. Such termination shall, however, be accompanied by a written notice specifying the particular breach or failure and Concessionaire shall be permitted to cure the same within fifteen (15) days from the date of said notice. In addition to the right to terminate this Agreement, in the event Concessionaire fails to cure the breach or failure specified in the foregoing notice, it shall be liable to De Anza for such damages and be subject to such equitable relief and remedies as may be allowed by a court.

19. Insurance

Before Concessionaire resumes, continues or commences construction of any additional improvements provided for in this Agreement, Concessionaire shall take out and keep in force during the term of this Agreement, at Concessionaire's sole cost and expense, a policy of public liability insurance, property damage and "all risk" insurance and course of construction insurance, with One Million Dollars combined single limit coverage to protect against liability to people or property incident to construction of the improvements and/or resulting in any way from the use of the Designated Area, and/or the conduct or operation of the Concession. In addition, Concessionaire shall take out and keep in force during the term of this Agreement, at Concessionaire's sole expense, in the amount of \$250,000, fire and extended risk coverage, insuring the Designated Area, all improvements, equipment, supplies, inventory, items kept, sold or rented thereon and, if applicable, malpractice coverage for those business activities pertaining to the touching of third parties. CAMPLAND, De Anza, Associated Mobile Estates and the City of San Diego shall be named co-insureds under said insurance. All insurance shall be issued by reputable insurance carriers licensed to transact business in the State of California that are acceptable to De Anza. All policies shall contain a waiver of subrogation against De Anza and Associated Mobile Estates, and shall include by endorsement this Liability for Claims provision and shall not be cancellable by Concessionaire unless De Anza shall have consented thereto in writing. In the event

Concessionaire fails to obtain the required insurance, De Anza may obtain the same and the cost thereof shall be paid by Concessionaire upon demand plus interest thereon from date of payment at the maximum rate allowed by law.

20. Acts of God

Neither party hereto shall be responsible or be deemed in default by reason of any inability to perform its obligations hereto due to acts of God, or the public enemy; by civil war, insurrections or riots; fire, floods, explosions, earthquakes or serious accidents, epidemics or quarantine restriction; any act of government, governmental priorities, allocations, regulations or orders affecting facilities; strikes or labor disputes. In the event the performance by either party of its obligations shall be substantially reduced or prevented due to any such cause for a period of thirty (30) days or more, the Agreement may be terminated upon written notice given by the other party within ten (10) days after the expiration of such thirty (30) day period.

21. Assignment

Concessionaire shall not assign this Agreement or any interest herein without the written consent of De Anza first had and obtained therefor. Any assignment of this Agreement or any interest herein without the prior written consent of De Anza first had and obtained therefor shall be null and void, and shall, at the option of De Anza, terminate this Agreement.

22. Notices

Notice required or permitted hereunder may be delivered by registered mail or personally, addressed to De Anza at:

CAMPLAND ON THE BAY
c/o General Manager
2211 Pacific Beach DRIVE
San Diego, CA 92109-5699

with copy to:

Barry McCabe, President
DE ANZA ASSETS
9171 Wilshire Boulevard, Ste. 600
Beverly Hills, CA 90210

and to Concessionaire at:

CALIFORNIA PACIFIC CATAMARAN RENTAL, INC
2211 Pacific Beach Drive
San Diego, CA 92109

23. Attorneys Fees

In the event of any proceedings by either party hereto to enforce the terms and provisions of this Agreement, whether or not suit is instituted in connection therewith, the prevailing party shall be entitled, in addition to all other relief granted or awarded in any suit or proceedings, to a reasonable sum as and for attorneys' fees incurred in connection therewith.

24. General Provisions

(a) If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

(b) The laws of the State of California shall govern the validity, construction and effect of this Agreement. Whenever any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

(c) It is expressly agreed that there are no oral representations, understandings, stipulations, agreements or promises pertaining to this Agreement not incorporated in writing herein, and it is agreed that this Agreement shall not be altered, waived, amended or extended otherwise than as provided herein, except as may be done in writing signed by the proper authority.

(d) All swimming and other clothing to be worn by employees of Concessionaire for the purpose of this Agreement shall be in keeping with the operation of CAMPLAND by De Anza, and shall be subject to its approval.

25. Indemnity

Concessionaire shall hold free and harmless and indemnify De Anza, Associated Mobile Estates, CAMPLAND, the City of San Diego, their respective officers, directors, shareholders, partners, agents, employees and attorneys from any and all liabilities, claims costs, expenses, and attorneys' fees arising out of or in connection with the operation of the Concession by Concessionaire, its contractors, agents, employees, representatives, customers and invitees.

26. Joint and Several Liability

In order to induce De Anza to grant this Concession to California Pacific Catamaran, Inc., its President, Skip G. Hurwitz, hereby agrees that he will be personally, jointly and severally liable for all the obligations and undertakings of

EXECUTED at San Diego, California on the date above written.

By: Mary Sh.
Gen. Mgr. Campbell on today
ASSOCIATED MOBILE ESTATES

Sty. Henry President.

CALIFORNIA PACIFIC
CATAMARAN RENTAL, INC.

Date Signed

5/30/90

California Pacific Catamaran

Retail Price List

June 1990

T-Shirts	\$13.00
Churns -	\$5.00
SWBAT Shirts	\$30.00

rec'd 6/27/90

CONSENT TO CONCESSION AGREEMENT

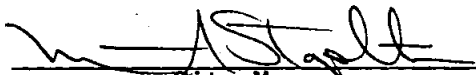
The City of San Diego (CITY), as LESSOR under that certain Lease Agreement (Master Lease) entered into with DE ANZA MOBILE ESTATES (LESSEE), and filed in the Office of the City Clerk as Document 433606, hereby consents to that certain Concession Agreement between the above LESSEE and CALIFORNIA PACIFIC CATAMARAN RENTAL, INC., and SKIP HURWITZ (CONCESSIONAIRE), dated June 1, 1988. Said Concession Agreement shall be subordinate to the Master Lease in all respects. The CITY is merely approving the Concession Agreement and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Concession Agreement. The CITY is not bound by any term or condition in the Concession Agreement which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions:

1. CONCESSIONAIRE shall not assign this Concession Agreement or any interest therein or sublet the area designated in Exhibit "A" of the Concession Agreement or any part thereof without the prior written consent of the CITY. Any assignment by operation of law shall automatically terminate this Concession Agreement.
2. The CONCESSIONAIRE and De Anza understand that Mission Bay is closed from time to time as a result of sewage spills and/or pollution and CONCESSIONAIRE and De Anza agree to hold CITY harmless from loss or damage resulting from closure of Mission Bay due to sewage spills and/or pollution.
3. CONCESSIONAIRE shall at all times during the term of this Concession Agreement, at its cost, adequately furnish, stock, and equip the designated area and the improvements with a sufficient number of catamarans, windsurfers, miscellaneous items approved in writing by the CITY, and ancillary equipment and supplies necessary to meet the demand for the rental and sale thereof. Any merchandise, equipment, or supplies deemed undesirable by the City Manager of the CITY shall be removed immediately.

THE CITY OF SAN DIEGO

Dated 10/31/88

By 
City Manager

APPROVED AS TO FORM:

JOHN W. WITT, City Attorney

Dated 10/26/88

By 
Deputy

CONCESSION AGREEMENT

This Agreement made and entered into this 1st day of June, 1988, by and between DE ANZA CORPORATION, a California corporation and ASSOCIATED MOBILE ESTATES (hereinafter sometimes collectively called, "De Anza") and CALIFORNIA PACIFIC CATAMARAN RENTAL, INC. (hereinafter called, "Concessionaire") and SKIP HURWITZ.

WITNESSETH

WHEREAS, De Anza leases from the City of San Diego certain real property located at 2211 Pacific Beach Drive, San Diego, California 92109, improved with a recreational vehicle park known and referred to herein as CAMPLAND.

WHEREAS, Concessionaire is desirous of obtaining the concession for renting out catamarans, windsurfers and selling miscellaneous items approved by De Anza at CAMPLAND.

NOW, THEREFORE, it is hereby covenanted and agreed by the parties as follows:

1. Nature of Agreement

This Agreement confers a license on the Concessionaire to use the portion of the CAMPLAND property as is described herein for the purposes of this Agreement. This Agreement does not constitute a lease of premises.

2. Grant of License

During the term hereof De Anza hereby grants to Concessionaire a license to operate the business of renting catamarans, windsurfers, and selling miscellaneous items approved by De Anza and the City of San Diego at CAMPLAND (herein sometimes referred to as "Concession") within the area designated pursuant hereto. Concessionaire is prohibited from renting jet skis, wave runners, and other "self-propelled marine vehicles" at CAMPLAND. There is attached as Exhibit "A" hereto a site plan prepared by De Anza clearly delineating that area with CAMPLAND within which the Concessionaire shall maintain its Concession and within which all catamarans and windsurfers are to be launched and returned to the shore, ("Designated Area"). Concessionaire shall abide by said designation.

3. Maintenance of Improvements

Concessionaire shall, at its sole cost and expense, maintain all structures and other improvements, whether personal property or real property, which Concessionaire has caused to be constructed or which Concessionaire uses for or incident to the conduct of its business. The maintenance hereby required of Concessionaire includes but is not limited to cleaning, painting,

repairing and generally maintaining the improvements and surrounding land and water area in conformity with applicable codes, ordinances and laws and in a manner reasonably satisfactory to De Anza. Any such maintenance not performed by Concessionaire may, upon 24 hours notice by De Anza to Concessionaire, be performed by De Anza and charged to Concessionaire at full cost plus 15%; this right of De Anza shall not serve to waive or remedy any breach by Concessionaire of this Agreement by its failure to maintain.

4. Completion fo Construction Lien Fee

Concessionaire hereby agrees to expeditiously proceed with the construction of any improvements approved in advance by De Anza and to complete construction thereof in accordance with the plans and specifications approved by all required governmental entities and De Anza within ten days from the date De Anza approves the plans and specifications for the improvements. Construction shall be completed in a good and workmanlike manner in accordance with all applicable laws, rules and regulations of all governmental agencies having jurisdiction over the construction and free and clear of all liens and encumbrances, mechanics or materialmens liens. The asserion of any mechanics lien, in connection with such improvements shall be a ground for termination of this Agreement. Concessionaire hereby warrants that upon completion of construction there will be no chattel mortgages, mechanics liens, conditional sales contracts, installment contracts or other lien charges or encumbrances caused or suffered by it and arising in connection with the construction of the improvements, agrees to hold CAMPLAND, the City of San Diego, De Anza and Associated Mobile Estates, and their respective officers, directors, shareholders, partners, agents, employees, and attorneys free and harmless from all liens and claims of lien for labor and material, equipment or supplies, or either or all of them, threatened or filed against any of the foregoing from and against all loss, claim, expense and liability in connection therewith, including but not limited to court costs and attorneys' fees resulting or arising therefrom. Should any liens or claims of lien be filed or recorded agains CAMPLAND, the City of San Diego, Associated Mobile Estates, or De Anza, or should De Anza receive notice of any unpaid bill or charge in connection with the construction of the improvements, De Anza may, but shall not be obligated to pay any such bill or claim or charge and shall be entitled to reimbursement upon demand from Concessionaire with interest at the maximum rate allowed by law. Concessionaire shall, at the request of De Anza, furnish to De Anza proper indemnity in connection with such claims, either by satisfactory corporate surety bond, completion bond or otherwise as may be reasonably requested by De Anza. Concessionaire shall notify De Anza in writing at least ten days prior to the commencement of any improvements and shall not interfere with the posting by De Anza of a notice of non-responsibility as defined in Civil Code Section 3094. Concessionaire shall obtain from contractors, laborers, materialmen and suppliers a waiver from them of their claims to mechanics liens in connection with the

improvements.

5. Term

The term of this Agreement will be for a period of one year commencing June 1, 1988. Provided that Concessionaire is not in breach of any of the provisions hereof and has timely and fully performed all of its duties and obligations under this Agreement, Concessionaire shall have two consecutive one-year options to renew this Agreement by giving written notice to De Anza of its election to renew at least sixty (60) days prior to the expiration date of the first and/or second year, as the case may be.

6. Providing of Service

(a) Equipment and Utilities-- Concessionaire shall at all times during the term of this Agreement, at its cost, adequately furnish, stock, and equip the Designated Area and the improvements with a sufficient number of catamarans, windsurfers, miscellaneous items approved in writing by De Anza, and ancillary equipment and supplies so as to meet the demand for the rental and sale thereof. Concessionaire will also be responsible for all costs of installing and providing all utilities, telephones and electricity in connection with the Concession.

(b) Employees-- Concessionaire shall pay all salaries, wages, workmens' compensation insurance, payroll taxes, social security taxes and similar taxes and other compensation of employees, agents and personnel hired in connection with the operation of the Concession contemplated hereby. All such employees and personnel shall be required by Concessionaire to wear approved uniforms conforming to CAMPLAND'S standards and specifications, the costs of acquiring, furnishing and maintaining such uniforms shall be borne by Concessionaire. Concessionaire shall, upon demand by De Anza, discharge any employee found to be unsatisfactory in the discretion of the General Manager of CAMPLAND, (whether or not Concessionaire agrees with the determination). Notwithstanding the foregoing, all agents, employees, or personnel hired or used by Concessionaire shall be deemed its employees and not agents, employees, or personnel of De Anza or CAMPLAND. Concessionaire hereby agrees to hold harmless De Anza, CAMPLAND, Associated Mobile Estates, and their respective officers, directors, shareholders, partners, employees, agents and attorneys from any wage or compensation claims, workmen's compensation insurance, and payroll taxes, social security taxes and similar taxes of any of Concessionaire's agents, employees or personnel hired or used by Concessionaire in connection with the operation of the Concession contemplated hereby.

7. Quality of Operation

Concessionaire recognizes that CAMPLAND is considered an exclusive, high-quality recreational vehicle park, and

Concessionaire shall operate and maintain the Concession contemplated hereby in such a manner as to ensure that its dealings with the public will be consistent with the operation of the facility as a part of a high-quality recreational vehicle park and conform to the image and reputation of CAMPLAND.

8. No Other Rights

Concessionaire shall not have any other rights by implication or otherwise to provide any other services, conduct any other activities or business at CAMPLAND, other than the business of the Concession as provided for herein.

9. Hours of Operation

Concessionaire shall remain open for operation and stand ready, willing and able to rent out catamarans and windsurfers, and sell miscellaneous items during the following periods and hours throughout the term hereof:

June 15 - September 15: 7 days a week, from 9:00am to 5:00pm.

September 16 - June 14: 9:00am to 5:00pm, weekends only, but not during times of rain, or similar severely adverse weather conditions.

During Campland Holidays: 9:00am to 5:00pm, except during times of rain, or similar severely adverse weather conditions. CAMPLAND holidays shall be such days as are designated by the General Manager at CAMPLAND as holidays.

Concessionaire shall post and advertise its hours of operation and remain open and provide the rental services and facilities contemplated hereby during such hours. The hours so posted or advertised must conform to the requirements of this paragraph. All signs used on or in connection with the Concession shall be subject to the approval of the General Manager of CAMPLAND and shall conform to a design which is consistent with CAMPLAND.

10. Permits and Licenses

Concessionaire shall obtain and maintain (at its sole cost) during the term hereof all necessary permits and licenses and when required or appropriate for the conduct of the Concession and for the construction of the improvements referred to herein.

11. Maintenance

Concessionaire shall, during the term hereof, maintain, repair, refurbish and replenish all equipment, inventory, supplies, furnishings, and facilities, including the exterior and interior portions of the improvements constructed by Concessionaire; any and all fixtures pertaining to the

improvements; the catamarans and windsurfers and shall paint and refurbish the same as may be necessary to present a first class, neat and well-maintained appearance, and to keep in sound, sturdy and sea-worthy condition the catamarans and windsurfers. Concessionaire shall be responsible for beach and building cleanliness from the De Anza CAMPLAND boatramp, to approximately 25 feet east of the improvements to be constructed pursuant hereto in the Designated Area.

12. Use of Name

Use by Concessionaire of the names "De Anza," "De Anza CAMPLAND," "CAMPLAND ON THE BAY," or "Campland," will be limited to directional purposes. The name of California Pacific Catamaran Rental, Inc. will be highlighted in all Concessionaire advertising. Cost of any such advertising shall be the sole responsibility of Concessionaire. Concessionaire shall not utilize the name, trademark or logo type of CAMPLAND or De Anza or publish any information regarding the same without the prior written approval of the General Manager of CAMPLAND. De Anza shall have the right to withdraw any such approval at any time that De Anza, in its sole discretion, determines. The word "advertising" and every derivative thereof, wherever used in this communication with the public, including but not limited to periodicals, newspapers, billboards, leaflets, brochures, television, radio and letters, and direct oral communication and telephone calls utilized on a program basis, engaged directly or indirectly by Concessionaire or its officers, employees, agents, personnel or representatives, or by any independent contractor or other party supplying goods or services to Concessionaire or its officers, employees, agents, personnel or representatives, or by any independent contractor or other party supplying goods or services to Concessionaire or to whom Concessionaire supplies goods and services.

13. Compliance with Law

Concessionaire will not conduct nor permit to be conducted any unlawful business, occupation or activity in the Designated Area and shall at all times comply with all city, county, state and federal laws, ordinances, rules and regulations. Concessionaire's activities and those of its agents, servants, invitees, customers, employees and personnel shall at all times be in keeping with and not inconsistent with or detrimental to any of the operations at CAMPLAND.

14. Payment of Concession Fee

(a) Concessionaire shall pay to De Anza, or its duly designated agent, in such place in San Diego County, California, as may from time to time be fixed by De Anza, as fee for the Concession, a sum equal to twelve percent (12%) of the annual gross sales made in, upon or from the Concession, adjusted on a monthly basis. There shall not be any amounts deducted from "gross sales," including, without limitation, credit card

commissions or discounts incurred in connection with the Concession, except that it is understood that the term "gross sales" shall be exclusive of all taxes added to the regular retail price of any goods, wares, merchandise and services sold or rented out by the Concessionaire at CAMPLAND. Within nine (9) days after the end of each month during the term of this Agreement, Concessionaire shall present to De Anza a statement certified by Concessionaire to be true and correct and showing the gross sales made from the Concession during the preceding month, and Concessionaire shall pay therewith a sum equivalent to the percentage of such gross sales as herein above set forth. In the event Concessionaire engages the services of an independent public accountant for any period, it shall furnish to De Anza statements of all monthly sales for such period certified by such accountant.

(b) Concessionaire covenants that it will regularly keep and maintain complete books of accounts and ledgers, according to an accounting system approved by De Anza which reflects all of the business activities of the Concession and which conforms to the requirements imposed by the City of San Diego in its lease with De Anza. De Anza shall have the right to examine such books and records periodically and at reasonable times. In the event De Anza makes an examination or audit which reveals that actual gross sales exceed the reported gross sales by more than one percent (1%), the cost and expense of such examination or audit shall be fully borne by the Concessionaire and Concessionaire shall, on demand, pay to De Anza any deficiency revealed by such examination or audit plus interest thereon from the due date thereof, at the maximum rate allowed by law. Any willful understatement of gross sales by Concessionaire shall be a cause for termination of this Agreement by De Anza.

(c) All prices to be charged for goods, merchandise, wares and services to be sold or rented by Concessionaire shall be set forth in a schedule that Concessionaire is to deliver to De Anza for its written approval prior to the execution of this Agreement. Any change in that price schedule must be submitted to De Anza in writing for approval prior to its being put into effect by Concessionaire.

15. Maintenance of Logos

Concessionaire agrees to maintain, at Concessionaire's cost, the CAMPLAND logo on the catamaran sails and windsurfer sails rented out by Concessionaire pursuant to this Agreement. Such logos will be supplied by CAMPLAND, however, the cost thereof will be borne by Concessionaire.

16. Termination Without Cause

Either party may terminate this Agreement at any time without cause by giving the other party sixty (60) days written notice of termination. This right of termination shall be in addition to any other right of termination provided for herein.

If this Agreement is terminated by De Anza pursuant to this paragraph, De Anza shall purchase Concessionaire's sails bearing CAMPLAND ON THE BAY logos, at original cost less 1/36 of such cost for every month that has elapsed since the date of purchase.

17. Rules and Regulations of the Park

At all times during the term on this Agreement, Concessionaire shall abide by, carry out and comply with and cause its employees, agents, servants, invitees, customers and personnel to abide by, carry out, and comply with all rules and regulations of CAMPLAND.

18. Termination

This Agreement may be terminated at any time by De Anza in the event of a breach or the failure of Concessionaire to timely and completely perform all of its duties and obligations hereunder. Such termination shall, however, be accompanied by a written notice specifying the particular breach or failure and Concessionaire shall be permitted to cure the same within fifteen (15) days from the date of said notice. In addition to the right to terminate this Agreement, in the event Concessionaire fails to cure the breach or failure specified in the foregoing notice, it shall be liable to De Anza for such damages and be subject to such equitable relief and remedies as may be allowed by a court.

19. Insurance

Before Concessionaire resumes, continues or commences construction of any additional improvements provided for in this Agreement, Concessionaire shall take out and keep in force during the term of this Agreement, at Concessionaire's sole cost and expense, a policy of public liability insurance, property damage and "all risk" insurance and course of construction insurance, with One Million Dollars combined single limit coverage to protect against liability to people or property incident to construction of the improvements and/or resulting in any way from the use of the Designated Area, and/or the conduct or operation of the Concession. In addition, Concessionaire shall take out and keep in force during the term of this Agreement, at Concessionaire's sole expense, in the amount of \$250,000, fire and extended risk coverage, insuring the Designated Area, all improvements, equipment, supplies, inventory, items kept, sold or rented thereon and, if applicable, malpractice coverage for those business activities pertaining to the touching of third parties. CAMPLAND, De Anza, Associated Mobile Estates and the City of San Diego shall be named co-insureds under said insurance. All insurance shall be issued by reputable insurance carriers licensed to transact business in the State of California that are acceptable to De Anza. All policies shall contain a waiver of subrogation against De Anza and Associated Mobile Estates, and shall include by endorsement this Liability for Claims provision and shall not be cancellable by Concessionaire unless De Anza

shall have consented thereto in writing. In the event Concessionaire fails to obtain the required insurance, De Anza may obtain the same and the cost thereof shall be paid by Concessionaire upon demand plus interest thereon from date of payment at the maximum rate allowed by law.

20. Acts of God

Neither party hereto shall be responsible or be deemed in default by reason of any inability to perform its obligations hereto due to acts of God, or the public enemy; by civil war, insurrections or riots; fire, floods, explosions, earthquakes or serious accidents, epidemics or quarantine restriction; any act of government, governmental priorities, allocations, regulations or orders affecting facilities; strikes or labor disputes. In the event the performance by either party of its obligations shall be substantially reduced or prevented due to any such cause for a period of thirty (30) days or more, the Agreement may be terminated upon written notice given by the other party within ten (10) days after the expiration of such thirty (30) day period.

21. Assignment

Concessionaire shall not assign this Agreement or any interest herein without the written consent of De Anza first had and obtained therefor. Any assignment of this Agreement or any interest herein without the prior written consent of De Anza first had and obtained therefor shall be null and void, and shall, at the option of De Anza, terminate this Agreement.

22. Notices

Notice required or permitted hereunder may be delivered by registered mail or personally, addressed to De Anza at:

CAMPLAND ON THE BAY
c/o General Manager
2211 Pacific Beach DRIVE
San Diego, CA 92109

with copy to:

Barry McCabe, President
DE ANZA ASSETS
9171 Wilshire Boulevard, Ste. 627
Beverly Hills, CA 90210

and to Concessionaire at:

CALIFORNIA PACIFIC CATAMARAN RENTAL, INC
2211 Pacific Beach Drive
San Diego, CA 92109

23. Attorneys Fees

In the event of any proceedings by either party hereto to enforce the terms and provisions of this Agreement, whether or not suit is instituted in connection therewith, the prevailing party shall be entitled, in addition to all other relief granted or awarded in any suit or proceedings, to a reasonable sum as and for attorneys' fees incurred in connection therewith.

24. General Provisions

(a) If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

(b) The laws of the State of California shall govern the validity, construction and effect of this Agreement. Whenever any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

(c) It is expressly agreed that there are no oral representations, understandings, stipulations, agreements or promises pertaining to this Agreement not incorporated in writing herein, and it is agreed that this Agreement shall not be altered, waived, amended or extended otherwise than as provided herein, except as may be done in writing signed by the proper authority.

(d) All swimming and other clothing to be worn by employees of Concessionaire for the purpose of this Agreement shall be in keeping with the operation of CAMPLAND by De Anza, and shall be subject to its approval.

25. Indemnity

Concessionaire shall hold free and harmless and indemnify De Anza, Associated Mobile Estates, CAMPLAND, the City of San Diego, their respective officers, directors, shareholders, partners, agents, employees and attorneys from any and all liabilities, claims costs, expenses, and attorneys' fees arising out of or in connection with the operation of the Concession by Concessionaire, its contractors, agents, employees, representatives, customers and invitees.

26. Joint and Several Liability

In order to induce De Anza to grant this Concession to California Pacific Catamaran. Inc., its President, Skip G. Hurwitz, hereby agrees that he will be personally, jointly and

severally liable for all the obligations and undertakings of California Pacific Catamaran, Inc. set forth in this Agreement.

EXECUTED at San Diego, California on the date above written.

DE ANZA CORPORATION

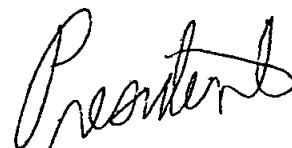
By: 

ASSOCIATED MOBILE ESTATES

By:


**CALIFORNIA PACIFIC
CATAMARAN RENTAL. INC.**

Date Signed **OCTOBER 14, 1988**



Associated Mobile Estates

9171 Wilshire Boulevard
Beverly Hills, California 90210
Telephone (213) 550-1111

December 17, 1989

Mr. Barry McCabe, President
San Diego Food & Beverage Corporation
9171 Wilshire Boulevard
Suite 600
Beverly Hills, CA 90210

Re: San Diego Food & Beverage Corporation
Sublease Renewal at Campland on the Bay

Dear Barry:

Associated Mobile Estates, the Sublessor, under that certain Sublease to San Diego Food and Beverage Corporation, "Cafe On the Bay", "Campland Marina", and "Campland Store" hereby offers to renew that Sublease pursuant to terms contained within the attached summary pages. The other terms of that certain Sublease shall remain in full force and effect.

Please acknowledge your agreement to the foregoing renewal below.

ASSOCIATED MOBILE ESTATES

By: 
De Anza Group, Inc.
General Partner,

Michael D. Gelfand
Senior Vice President

Agreed and Accepted By:

San Diego Food & Beverage
Corporation

Dated: December 18, 1989

By: 
Barry McCabe
President

cc: W. Glenn
S. Schrank

SUBL2.SDFB/dq

SUMMARY PAGES

FIRST RENEWAL

CAMPLAND ON THE BAY

SUBLEASE

DATED JANUARY 1, 1990

These summary pages are attached to and made a part of that certain Sublease between Associated Mobile Estates, a California limited partnership (as "Landlord"), and the Tenant listed below, dated and effective as of October 31, 1988.

TENANT: De Anza San Diego Food and Beverage, Inc., a California corporation

DEMISED

PREMISES: The entire building areas of approximately 7005 square feet and contiguous parking and other areas, including dining area, commonly known as "Cafe on the Bay", "Campland Market" and "Marina Concession Desk" and depicted on Exhibit "A" hereto, and all furniture, fixtures and equipment located thereon.

ADDRESS: 2211 Pacific Beach Drive
San Diego, California

FIRST RENEWAL SUBLEASE TERM:

Commencement Date: January 1, 1990

Expiration Date: December 31, 1990

RENEWAL SUBLEASE TERM: Annually renewable for one year terms

BASIC RENT:

Monthly Rent Amount for First Sublease Renewal Term:

\$6,500 for each of July, August and September, \$3,200 for all other months

SALES PERCENTAGE: 5% on beer and wine and gifts and camping equipment
3% on taxable and nontaxable groceries and
3% on cafe food

SECURITY DEPOSIT: \$ None

Campland Sublease - SDFB

PLACE OF PAYMENTS:

Associated Mobile Estates
9171 Wilshire Boulevard
Los Angeles, California 90210

PERMITTED USES BY TENANT:

Operation of restaurant, general convenience store, and concession desk for service of adjacent campground users.

OPERATING HOURS AND DAYS:

At Tenant's discretion, subject to local regulations

PERMITTED TRADE NAME:

Cafe on the Bay, Campland Market and Marina Concession Desk

PARTICIPATING BROKERS: None

TABLE OF EXHIBITS AND ADDENDA:

Summary Page	-	Outline of Major Terms
Exhibit "A"	-	Description of Demised Premises
Exhibit "B"	-	Description of Property

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made this 5th
day of July, 1977, by and between
DENNIS SAGUN D/B/A DENNIS SAGUN RESTAURANT
~~and~~ _____
("Sublessee") and ASSOCIATED MOBILE ESTATES, a California
limited partnership, ("Associated").

R E C I T A L S

- a) Associated is the lessee from the City of
San Diego of a parcel of rental property, commonly known
as Mission Bay Campland, pursuant to that certain lease
dated November 8, 1967, originally between the City of
San Diego as lessor and Tri-Square Construction Co., Inc.,
as lessee and the First, Second, and Third Amendments thereto.
- b) It is the desire of the parties hereto that
Sublessee conduct a snack bar business within the
above-described premises ("Campland").

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM: This Agreement shall be effective
for the period commencing June 15, 1977 through June 14,

1978 and for such additional periods thereafter, and upon such terms as may hereafter be agreed upon between the parties.

2. HOURS OF OPERATION: Sublessee agrees to maintain and operate the snack bar business at Campland at an agreed location hereinafter described and referred to as the "property" or the "demised premises." During the summer season, extending from June 15, 1977, through September 30, 1977, the snack bar business shall be open seven days per week, from 7:00 A.M. to 10:30 P.M., and during the winter season, extending from October 1, 1977 through June 14, 1978, the snack bar business shall be open on Saturdays, Sundays and holidays, from 7:00 A.M. to 10:30 P.M. and on such other days and for such hours as Sublessee may elect. Sublessee also agrees to be on call during the winter season on days other than Saturdays, Sundays and holidays to operate the snack bar business after one day's notice to do so when the park at Campland is at least 60 percent full.

3. ABANDONMENT BY SUBLESSEE: Non-appearance of employees of Sublessee sufficient to run the snack bar business properly or lack of sufficient inventory to operate same shall be deemed a "vacating" or "abandonment" thereof. Sublessee shall not vacate or abandon the property or any part thereof at any time either during the summer or winter season above specified. If Sublessee vacates or abandons the property or any part thereof for a period of fifteen (15) days or more, the same shall be an event of default under this Agreement. If Sublessee abandons, vacates or surrenders said property or any part thereof, or is dispossessed by process of law or otherwise, any and all personal property belonging to Sublessee and left on the property shall be deemed to be abandoned at the option of Associated.

4. EMPLOYEES: All employees of the snack bar business shall be hired by Sublessee, who shall be responsible for their compensation and their actions and who shall see to it that said employees maintain themselves in a neat and clean manner at all times. Sublessee shall provide and pay for worker's compensation insurance and all other required fringe benefits for his employees.

No employee shall drink alcoholic beverages at any time while within the confines of Campland. All employees will follow the Campland rules and regulations as set forth by Associated.

5. PERMITS AND LICENSES: Sublessee shall at his sole cost and expense procure any and all permits, licenses, or other authorization required for the lawful and proper operation of the business.

6. EQUIPMENT, INVENTORY AND USE OF NAMES: Sublessee may use in the conduct of his business on the premises all equipment presently located in the snack bar; however, it shall be the responsibility of Sublessee and Sublessee shall furnish any and all additional equipment not currently existing in the said snack bar but needed in its operation at Sublessee's expense. Sublessee shall keep the said snack bar and the premises in a clean and sanitary condition at all times. Cleaning and maintenance shall extend to the sidewalk area from the game room entrance to the street on both the north side and south side of the building and that portion known as the beer garden including the windows surrounding the beer garden. Sublessee shall, at his own expense, make all necessary repairs and replacements to the demised premises and to pipes, heating system, plumbing system, window glass, fixtures and all other appliances and appurtenances belonging thereto, all equipment used in connection with the demised premises, and the sidewalks and curbs adjoining or appurtenant to the demised premises. Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, and structural as well as nonstructural, shall be made promptly as and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work. On default of Sublessee in making such repairs or replacements, Associated may, but shall not be required to make such repairs and replacements for Sublessee's account, and the expense thereof shall be immediately due and payable to Associated, together with interest at the rate of seven percent per annum until paid.

Sublessee shall maintain an inventory of sufficient variety and quantity of food to reasonably meet anticipated demands of potential customers.

Sublessee shall at no time make purchases in the name of or use for any purpose any of the following names or designations:

- A) De Anza Mission Bay Campland
- B) Mission Bay Campland
- C) Campland
- D) De Anza

E) Associated Mobile Estates

F) Associated

7. RENT: Sublessee shall pay to Associated for each month five percent of the gross amount of all sales of beer and wine and three percent of the gross amount of all other sales during said month, which sums shall be payable on the 10th day of the following month. A record system shall be maintained by Sublessee to account for all sales, and such record systems shall meet the requirements of Associated and of the City of San Diego.

As additional rent, Sublessee shall pay to Associated \$325.00 for the period June 15, 1977 to and including June 30, 1977; \$900.00 per month for the months of July and August 1977, and \$300.00 per month for the months of September and October 1977 (the amount payable for June shall be paid on June 15, 1977, and the remaining amount shall be payable on the first day of each such month).

For the purpose of assisting Sublessee in establishing a profitable business, Associated agrees to pay to Sublessee eight monthly payments of \$340.00 each commencing with the month of October 1977 and continuing each month to and including the month of May 1978. Associated may make such payments at any time during each of said months. Associated's obligation to make the aforesaid payments shall terminate and be of no further force or effect upon a default on the part of Sublessee with respect to any of the provisions, terms, conditions or obligations of this Lease.

8. INSURANCE: Sublessee shall, at his sole cost and expense, keep the building and improvements, whether existing on the demised premises at the commencement hereof or subsequently erected upon the demised premises, insured for the benefit of Associated and Sublessee in an amount which shall be sufficient to prevent either Associated or Sublessee from becoming a co-insurer of any loss (but in no event in an amount less than the full insurable value of such buildings, excluding foundations and excavation costs) against (a) loss or damage by fire and earthquake and (b) such other risks of a similar nature with respect to the buildings and improvements on the demised premises.

Sublessee shall also at his sole cost and expense maintain general liability insurance against claims for

personal injury, death or property damage arising in any manner from the conduct of Sublessee's business at Campland. Such insurance shall afford protection to the limit of not less than \$300,000 with respect to injury or death to an individual, to the limit of not less than \$300,000 with respect to any one accident or incident and to the limit of not less than \$50,000 with respect to property damage. The policy shall name Associated and the City of San Diego as additional insureds and copies thereof shall be delivered to Associated and the City of San Diego. Said policy shall specify that it may not be terminated, altered or cancelled without prior written notice to Associated and the City of San Diego by the insurance carrier. The insurance carrier shall be one that is acceptable to Associated and the City of San Diego.

Sublessee shall assume the defense of, indemnify and save harmless Associated and City of San Diego from all claims, expenses and liability of every nature, directly or indirectly, arising from, or alleged to have arisen from the operations conducted on the demised premises or from any act or omission of Sublessee, his agents and invitees.

9. ASSIGNMENT OR SUBLETTING: Sublessee shall not assign this Agreement or sublet the demised premises or any part thereof without the prior written consent of Associated and the City of San Diego. An assignment by operation of law shall automatically terminate this Agreement.

10. REMEDIES ON DEFAULT: In the event (a) that Sublessee shall default in the performance or fulfillment of any covenant or condition herein contained on his part to be performed or fulfilled and shall fail to cure such default within fifteen (15) days following the service on him of a written notice from Associated specifying the default or defaults complained of, or (b) that Sublessee shall file a voluntary petition in bankruptcy, or (c) that Sublessee shall be adjudicated a bankrupt, or (d) that Sublessee shall make a general assignment for the benefit of creditors, then and in any of said events, Associated may, at its option, without further notice or demand upon Sublessee or upon any other person or persons immediately cancel and terminate this Agreement and may thereupon enter into and upon the demised premises, repossess the same, and

expel Sublessee and all persons claiming under him. The rights and remedies of Associated as hereinabove set forth, are cumulative only and shall in no wise be deemed to limit any of the other provisions of this Agreement or otherwise to deny to Associated any right or remedy at law or in equity, which Associated may have or assert against Sublessee under any law in effect at the date hereof or which may hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of Associated as hereinabove set forth, shall supplement or be in addition to or in aid of the other provisions of this Agreement and of any right or remedy at law or in equity which Associated may have against Sublessee.

Sublessee agrees that if after fifteen (15) days prior written notice and demand from Associated, Sublessee shall, at any time, fail to pay any imposition required hereunder, or to take out, pay for, maintain or deliver any of the insurance policies required hereunder, or shall fail to make any other payment or perform any other act on its part to be made or performed hereunder, then Associated may, but shall not be obligated so to do, and without waiving or releasing Sublessee from any of his obligations, pay such imposition, effect any such insurance coverage, and pay premiums therefor, and may make any other payment or perform any other of Sublessee's obligations in such manner and to such extent as Associated may reasonably deem desirable. Any payments made by Associated pursuant to the above, necessary and incidental costs and expenses in connection with the performance of any such act by Associated and interest on such payments and incidental costs and expenses shall be due and payable by Sublessee on demand by Associated. Should Sublessee fail to pay upon such demand, then Associated shall have the same rights and remedies as in the case of default by Sublessee in the payment of the rent reserved under this Agreement.

11. COMPLIANCE WITH LAWS AND REGULATIONS:

Sublessee has examined and inspected the property and the records of the cities, counties and states having jurisdiction over the same and acknowledges having investigated the same and hereby accepts the condition, zoning of the property, the size, dedication requirements, permit requirements and all other requirements of any other

governmental agency necessary to the intended use of the property.

Sublessee covenants throughout the term hereof, at his or its sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and the policies, orders, rules and regulations of Associated.

12. IMPROVEMENTS, CHANGES OR ALTERATIONS:

Sublessee shall have the right at any time and from time to time during the term hereof to make such changes and alterations, structural or otherwise, to the buildings, improvements and fixtures now or hereafter on the demised premises as Sublessee shall deem necessary or desirable and which are consistent with the terms and conditions of this Agreement, provided all such changes and alterations (other than changes or alterations of Sublessee's movable trade fixtures and equipment) shall be made in all cases subject to the following conditions, which Sublessee covenants to observe and perform:

No change or alteration shall be undertaken until Sublessee shall have procured and paid for, so far as the same may be required from time to time, all municipal permits and authorizations of the various municipal departments having jurisdiction.

Sublessor shall have the right at any time and from time to time to post and maintain on the demised premises such notices as may be necessary to protect the demised premises and Sublessor from mechanics' liens, materialmen's liens or liens of a similar nature; and Sublessee shall give to Sublessor thirty (30) days' prior written notice of any proposed constructions, additions, alterations or improvements by Sublessee costing in excess of Five Hundred Dollars (\$500.00), as well as any changes in the structure or exterior paint of the demised premises.

All work done in connection with any change or alteration shall be done promptly and in a good and workmanlike manner and in compliance with applicable building and zoning laws.

No alterations or improvements as to structure, as to exterior paint, or costing in excess of Five Hundred Dollars (\$500.00) shall be made by Sublessee without Associated's prior approval. In this connection, Associated shall have the right to condition approval on the posting by Sublessee of a Faithful Performance and Completion Bond for the benefit of Associated, written by a responsible surety company in such amount and form as is satisfactory to Associated.

13. MECHANICS' LIENS: Sublessee shall not suffer or permit any mechanics' or materialmen's liens to be filed against the demised premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Sublessee or anyone holding the demised premises or any part thereof by, through or under Sublessee. If any such claim of lien shall at any time be filed against the demised premises, Sublessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same. In the event Sublessee shall in good faith decide to contest such claim of lien, Sublessee shall furnish Associated within fifteen (15) days after the date of filing the same a surety bond in an amount sufficient to discharge such lien, naming Associated as obligee and Sublessee or Sublessee's contractor as principal. If Sublessee shall fail to discharge such lien or to furnish such bond in the event the claim of lien is to be contested within such period, then, in addition to any other right or remedy it may possess, Associated may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is or may be prescribed by law. Any amount paid by Associated for any of the aforesaid purposes and all reasonable legal and other expenses of Associated in or about procuring the discharge of such lien, with interest thereon at the rate of seven (7%) percent per annum from the date of payment by Associated, shall be repaid by Sublessee on demand. Nothing herein contained shall imply any consent or agreement on the part of Associated to subject its estate to liability under any mechanics or materialmen's lien law.

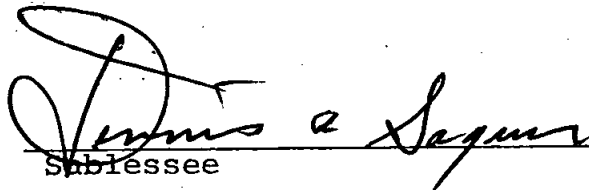
14. ENTRY AND USE OF EQUIPMENT: Associated shall be entitled to entry and inspection of the demised premises during all reasonable business hours. In addition, Associated and/or its guests, shall be entitled to enter, occupy, and use the snack bar facilities and equipment of Sublessee at any time said equipment is not "in use" and said facilities are not "open" to customers of Sublessee.

15. AGREEMENT SUBORDINATE TO CITY LEASE: This Agreement is, in effect, a sublease of a portion of the premises covered by that certain lease dated November 8, 1967 and amendments thereto as referred to in the recitals to this Agreement. This Agreement is subject and subordinate to the covenants and conditions of said lease agreement and amendments thereto notwithstanding any provision hereof contrary to or in conflict with said lease agreement.

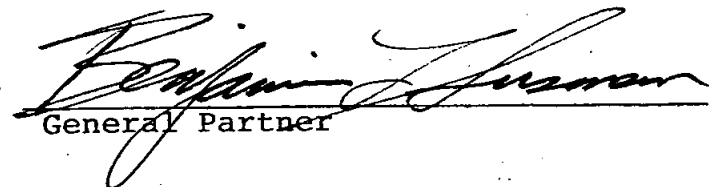
16. LEGAL PROCEEDINGS: Should it become necessary for Associated to commence legal proceedings to collect rent, to recover possession of the demised premises or to enforce any other provision of this Agreement, Sublessee agrees to pay all legal costs in connection therewith, including a reasonable sum as attorneys fees.

17. UTILITIES: Sublessee agrees to pay or caused to be paid all charges for water, gas, electricity and telephone or other communication service used, rendered or supplied upon or in connection with the demised premises throughout the term of this Agreement, and to indemnify Associated and save it harmless against any liability or damages on such account.

This Agreement was signed the day and year first-above written.


Sublessee

ASSOCIATED MOBILE ESTATES,
a California limited partnership

By 
General Partner

APPROVED 29 Sept, 1977

By 
City Manager, City of San Diego

LAW OFFICES
BENJAMIN & SUSMAN

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that Mission Bay, Inc., a Delaware Corporation, Peninsular Life Insurance Company, a Florida Corporation, and Associated Mobile Estates, a California Limited Partnership, hereinafter First Party, for valuable consideration, receipt of which is hereby acknowledged, for an on behalf of The City of San Diego, hereinafter Second Party, and its predecessors, successors and assigns, do hereby fully and forever remise, release, and discharge Second Party and each and all of its predecessors, successors, and assigns of and from any and all claims, demands, agreements, contracts, covenants, representations, warranties, promises, undertakings, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities, of whatsoever kind or nature, in law, equity or otherwise, based upon facts arising prior to the date hereof, whether known or unknown, which against Second Party they now have or may have had, or which any of their predecessors, successors or assigns hereafter shall or may have arising from or in connection with that certain Lease Agreement dated November 8, 1967, filed in the Office of the City Clerk as Document No. 72339 and any amendments thereto, and all the matters alleged and/or referred to therein.

*original
JW*

It is further agreed by the undersigned hereto that so far as the items herein released are concerned, they, and each of them, waive, as the same may be applicable thereto, all rights under Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made, if any, is not to be construed as an admission of liability on the part of the parties making said payment and that said payment was made merely to avoid litigation and buy their peace.

In the event that a lawsuit is brought concerning this Release, then reasonable attorneys' fees shall be awarded by the court to the prevailing party in said litigation.

The undersigned declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between

the parties hereto, and that the terms of this Release are contractual and not a mere recital.

This Release is binding upon the heirs, successors and assigns of the parties hereto.

Executed this 10th day of
June, 1977 at Jacksonville
Florida.

FIRST PARTY

MISSION BAY, INC.,
a Delaware Corporation

By William T. McCracken
President

Executed this 10th day of
June, 1977 at Jacksonville
Florida.

PENINSULAR LIFE INSURANCE
COMPANY, a Florida
Corporation

By Robert L. Busch
Vice President

Executed this 15th day of
June, 1977 at Beavly Hills
California.

ASSOCIATED MOBILE ESTATES,
a California Limited Partnership

By Robert E. Ingersoll

Executed this 15 day of
June, 1977 at San Diego
CA.

SECOND PARTY

Approved and Accepted by the
CITY OF SAN DIEGO

By John Lockwood
City Manager

DE ANZA CAMPLAND LEASE AMENDMENT PROJECTS

AREA C

Applicable
Categorical Exemptions

State EIR Guidelines
Sections 15101, 15104.

- | | | |
|---|--|--------------------|
| 1. Remove and relocate present tent facility to area F. | Improve and enlarge tenting area from small windy location to quiet larger open areas for the benefit of the public. | No adverse impact. |
| 2. Convert shell spaces to smaller number of recreation vehicle spaces. | To provide improved recreation vehicle site in close proximity to existing toilet area and desirable marina and boat launch area.. | No adverse impact. |
| 3. Correct deficiencies of poor existing drainage problem. | To improve the appearance, to correct and disperse surface drainage water, and to eliminate surface flow into the bay. | No adverse impact. |

AREA D

Improvements Proposed

Purpose and Benefit

Environmental Impact

1. Remodel interior of existing building, improve landscaping, lighting, visual appearance and control at the principal entry and exit. Will replace and/or rehabilitate old or sickly plants or trees with more appropriate plant materials.

Improve and facilitate reception, administration, registration and processing of the public users to further their recreational pursuits in the park.

No adverse impact.
Landscape areas are 700 feet from the beach.

Sections 15101, 15103,
15104, 15111.

NOTE: Present reception system is confused, inefficient frustrating and time-consuming for both the public and those employed to serve them. The proposed improvements should considerably alleviate present bottlenecks and make future stays a more enjoyable experience for all.

A G R E E M E N T

This AGREEMENT, made this _____ day of _____ 1976, by and between Dennis A. Sagun, hereinafter referred to as either "SAGUN", "TENANT", or "LESSEE", and Mission Bay, Inc. d/b/a/ Mission Bay Campland, hereinafter referred to as either "CAMPLAND", "LANDLORD", or "LESSOR".

W I T N E S S E T H

1. "SAGUN" agrees to maintain and operate the restaurant at "CAMPLAND" on a daily basis during the summer season, June 1, through October 1, 1976. During such period, the restuarant shall be open from _____ A.M. to _____ P.M. "SAGUN" shall preferably operate the restaurant on a daily basis throughout the winter months, but no less than on the weekends, from October 1, 1976 through May 31, 1977;

2. "SAGUN" shall keep the restaurant at "CAMPLAND" in a clean and sanitary condition at least as good as, if not better than, at the time of possession thereof. Cleaning and maintenance shall extend to the sidewalk area from the game room entrance to the street on both the northside and southside and that portion known as the beer garden, including the windows surrounding the beer garden. "SAGUN" shall, at his own expense, make all necessary repairs and replacements to the Demised Premises and to pipes,, heating system, plumbing system, window glass, fixtures, and all other appliances and appurtenances belonging thereto, all equipment used in connection with the Demised Premises, and the sidewalks, curbs and vaults.

adjoining or appurtenant to the Demised Premises. Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, and structural as well as non-structural, shall be made promptly, as and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work. On default of the Tenant in making such repairs or replacements, the Landlord may, but shall not be required to, make such repairs and replacements for the Lessee's account, and the expense thereof shall constitute and be collectable as additional rent.

Abandonment of Property: "SAGUN" shall not vacate or abandon the Property or any part thereof at any time during the term. If "SAGUN" vacates or abandons the Property, or any part thereof, for a period of Fifteen (15) days or more, the same shall be an event of default under this lease. If "SAGUN" abandons, vacates, or surrenders said Property, or any part thereof, or is dispossessed by process of law or otherwise, any and all personal property belonging to "SAGUN" and left on the Property shall be deemed to be abandoned, at the option of "CAMPLAND".

3. "SAGUN" shall obtain and provide for a licensed refrigeration company, acceptable to "CAMPLAND". "SAGUN" shall maintain a preventative maintenance program for all of the refrigeration systems. "SAGUN" shall also maintain all other equipment with a preventative maintenance program;

4. All employees of the restaurant shall be the responsibility of "SAGUN" and shall wear restaurant attire and maintain themselves in a neat and clean manner at all

times. "SAGUN" shall provide for his own workmen's compensation insurance and all other required fringe benefits for his employees;

5. No employee shall drink alcoholic beverages at any time while within the confines of "CAMPLAND". All employees will follow the "CAMPLAND" rules and regulations as set forth by "CAMPLAND" management;

6. "SAGUN" shall use a price structure in the sale of food items reasonably equivalent to those being used by "SAGUN" in his current restaurant known as "Dennis' Snack Shop";

7. "SAGUN" shall give the restaurant at "CAMPLAND" first priority in its operation during the contract period;

8. The contract period shall be from on or about March 1, 1976, to May 31, 1977;

9. "SAGUN" agrees to pay or cause to be paid all charges for water, gas, electricity, light, heat or power, telephone or other communication service used, rendered or supplied upon or in connection with the Demised Premises throughout the term of this lease, and to indemnify "CAMPLAND" and save it harmless against any liability or damages on such account. "SAGUN" shall also at its sole cost and expense procure any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the Demised Premises of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such service to and upon the Demised Premises.

10. "CAMPLAND" has made no representations of whatever nature in connection with the condition of the Demised Premises or of the improvements thereon, and "SAGUN" accepts the same "as is". "SAGUN" agrees to indemnify and save "CAMPLAND" harmless against and from any and all claims by or on behalf of any person or persons arising from the conduct or management of or from any work or thing whatsoever done in or about the Demised Premises during the term of this lease (other than claims based upon the acts of "CAMPLAND"), and will further indemnify and save "CAMPLAND" harmless against and from any and all claims arising during the term of this lease from any condition of the present buildings or any building subsequently constructed on the Demised Premises or any street, curb or sidewalk adjoining the Demised Premises or of any passageways or spaces therein or appurtenant thereto, or arising from any breach or default on the part of "SAGUN" in the performance of any covenant or agreement on the part of "SAGUN" to be performed, pursuant to the terms of this lease, or arising from any accident, injury or damage whatsoever caused to any person or persons during the term of this lease, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against "CAMPLAND" by reason of any such claim, "SAGUN" upon notice from "CAMPLAND" covenants to resist or defend such action or proceeding.

11. "SAGUN" shall obtain his own beer and wine license.

12. It shall be the responsibility of "SAGUN" to furnish any and all additional equipment not currently existing in the "CAMPLAND" restaurant at his own expense.

13. "SAGUN" shall at no time bill, charge, or use the name Mission Bay, Inc., D/B/A Mission Bay Campland, or the name "CAMPLAND".

14. "SAGUN" shall pay the required fees and all license fees to the City of San Diego, the Master Lessor as set forth in the Master Lease for all food and alcoholic beverages. These fees are on the basis of Five Per Cent (5%) on restaurant sales and Three Per Cent (3%) on beer and wine sales.

15. "SAGUN" shall at no time franchise or sublease any of the restaurant facility.

16. "CAMPLAND" agrees to permit the use of all restaurant equipment by "SAGUN" at no cost for the period of March 1, 1976 to May 31, 1977.

17. "CAMPLAND" shall receive for rent from "SAGUN" the sums of \$650.00 for the month of June; \$900.00 per month for the months of July and August; and \$300.00 per month for the months of September and October (payable the first day of each such month).

18. "CAMPLAND" agrees to return to "SAGUN", starting October 1, 1976 and each month thereafter to May 31, 1977, the sum of \$380.00 per month. This will, in effect, give "SAGUN" the privilege of operating "CAMPLAND" restaurant on a rent-free basis, per se. The purpose of this is to give "SAGUN" an opportunity to build a profitable restaurant business at "CAMPLAND" on a year-round basis.

19.

INSURANCE

A. "SAGUN shall, at "SAGUN's" sole cost and expense, keep the building and improvements, whether existing on the Demised Premises at the commencement of the term of this lease or subsequently erected upon the Demised Premises, insured for the benefit of "CAMPLAND" and "SAGUN" in an amount which shall be sufficient to prevent either "CAMPLAND" or "SAGUN" from becoming a co-insurer of any loss (but in no event in an amount less than the full insurable value of such buildings, excluding foundations and excavation costs) against (a) loss or damage by fire and earthquake and (b) such other risks of a similar nature with respect to the building and improvements on the Demised Premises.

B. "SAGUN" shall also, at "SAGUN'S" sole cost and expense, but for the mutual benefit of "CAMPLAND" and "SAGUN", maintain general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the adjoining streets and passageways, such insurance to afford protection to the limit of not less than Three Hundred Thousand (\$300,000.00) Dollars in respect to injury or death to a single person, and to the limit of not less than Five Hundred Thousand (\$500,000.00) Dollars in respect to any one accident and to the limit of not less than Fifty Thousand (\$50,000.00) Dollars in respect to property damage.

C. The proceeds of insurance policies carried under the provisions of this Agreement shall be payable as follows:

D. All policies of insurance shall provide that any loss shall be payable notwithstanding any act or negligence of Lessee.

E. All policies of insurance shall be written with companies authorized to do business in the State of California, a copy of which shall be delivered to Lessor within 10 days of this Agreement, and shall contain an endorsement to the effect that the same shall not be cancelled or modified without at least Ten (10) days prior written notice to Lessor by certified mail. Such policies or copies thereof shall be delivered to Lessor not less than Ten (10) days prior to the expiration of any then current policy.

20. RIGHT OF LESSOR TO PAY IMPOSITIONS, INSURANCE
PREMIUMS AND OTHER CHARGES ON BEHALF OF LESSEE

Lessee covenants and agrees that if after Thirty (30) days prior written notice and demand from Lessor, Lessee shall at any time fail to pay any imposition pursuant to the provisions of Article/ hereof, or to take out, pay for, maintain or deliver

any of the insurance policies provided for in Article / hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed as in this lease provided, then Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any of its obligations, pay any such imposition, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other of Lessee's obligations in such manner and to such extent as Lessor may reasonably deem desirable, and in exercising any such rights to pay necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by Lessor and all necessary and incidental costs and expenses in connection with the performance of any such act by Lessor, together with interest thereon at the rate of seven percent (7%) per annum from the date of the making of such expenditure by Lessor, shall be deemed additional rent hereunder and, except as otherwise in this lease expressly provided, shall be payable to Lessor on demand or at the option of Lessor may be added to any rent then due or thereafter becoming due under this lease, and Lessee covenants to pay such sum or sums with interest as aforesaid, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of the rental reserved in Article / hereof.

21. LESSEE TO COMPLY WITH LAWS AND REGULATIONS

A. Lessee has examined and inspected the Property and the records of the cities, counties and states having jurisdiction over the same. Lessee acknowledges that he has investigated and herein and hereby accepts the condition, zoning of the Property, size, dedication requirements, permit requirements and all other requirements of any other governmental agency necessary to the intended use of the Property.

B. Lessee covenants throughout the term of this lease, at Lessee's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Demised Premises are situated or any other body now or hereafter constituted exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, and whether or not the same require structural repairs or alterations, which may be applicable to the Demised Premises, the buildings from time to time thereon, the fixtures thereof and the sidewalks, curbs and vaults, if any, adjoining the Demised Premises, or changes in the use or manner of use of the Demised Premises. Lessee will likewise observe and comply with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the buildings and improvements on the Demised Premises and the equipment thereof.

C. Lessee shall have the right to contest by appropriate legal proceedings, without cost or expense of Lessor, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to, and if, by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be held in abeyance without subjecting Lessor or Lessee to any liability of whatsoever nature for failure so to comply therewith, Lessee may postpone compliance therewith until the final determination of any such proceedings, provided that all such proceedings shall be prosecuted with all due diligence and dispatch. Lessor shall not be required to join in any such proceedings unless it shall be necessary for it to do so in order properly to prosecute such proceedings and Lessor shall have been fully indemnified against all costs and expenses in connection therewith, nor shall Lessor be subjected to any liability for the payment of any costs or expenses in connection with any proceeding brought by Lessee, and Lessee covenants to indemnify and save harmless Lessor from any such costs or expenses, including reasonable attorneys' fees, incurred in connection therewith.

D. Effect of Order of Abatement: If, during the term of this lease, any order, decree, order of abatement, injunction or judgment preventing the use of the Property by Lessee is made under any present or future law of the State of California or the United States or other governmental authority in whole or in part because the property or some part thereof constitutes a nuisance, Lessee shall not be relieved thereby, or by reason of its loss of possession or use of the Property, in whole or in part, from the payment of rent or from any of its other obligations under this lease.

22. IMPROVEMENTS, CHANGES OR ALTERATIONS.

Lessee shall have the right at any time and from time to time during the term of this lease to make such changes and alterations, structural or otherwise, to the buildings, improvements fixtures now or hereafter on the Demised Premises as Lessee shall deem necessary or desirable and which are consistent with the terms and conditions of this lease, provided all such changes and alterations (other than changes or alterations of Lessee's movable trade fixtures and equipment) shall be made in all cases subject to the following conditions which Lessee covenants to observe and perform:

1. No change or alteration shall be undertaken until Lessee shall have procured and paid for, so far as the same may be required from time to time, all municipal permits and authorizations of the various municipal departments having jurisdiction.

2. Lessor shall have the right at any time and from time to time to post and maintain on the Demised Premises such notices as may be necessary to protect the Demised Premises and Lessor from mechanics' liens, materialmen's liens or liens of a similar nature; and Lessee shall give to Lessor Thirty (30) days prior written notice of any proposed constructions, additions, alterations or improvements by "BAGBY" costing in excess of the sum of Five Thousand (\$5,000.00) Dollars.

3. All work done in connection with any change or alteration shall be done promptly and in a good and workmanlike manner and in compliance with applicable building and zoning laws.

4. No alternations or omprovements costing in excess of Five Hundred (\$500.00) Dollars shall be made by "SAGUN" without "CAMPLAND'S" prior approval. In this connection, "CAMPLAND" shall have the right to condition approval on the posting by "SAGUN" of a Faithful Performance and Completion Bond for the benefit of "CAMPLAND", written by a responsible surety company in such amount and form as is satisfactory to "CAMPLAND".

23.

MECHANICS' LIENS

Lessee shall not suffer or permit any mechanics' or material-men's liens to be filed against the Demised Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee or anyone holding the Demised Premises or any part thereof by, through or under Lessee. If any such claim of lien shall at any time be filed against the Demised Premises, Lessee shall cause the same to be discharged of record within Thirty (30) days after the date of filing the same. In the event that Lessee shall in good faith decide to contest such claim of lien, "SAGUN" shall furnish "CAMPLAND" within Fifteen (15) days after the date of filing the same a surety bond in an amount suf-

ficient to discharge such lien, naming Lessor as obligee and Lessee or Lessee's contractor as principal. If Lessee shall fail to discharge such lien or to furnish such bond in the event the claim of lien is to be contested within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is or may be prescribed by law. Any amount paid by Lessor for any of the aforesaid purposes and all reasonable legal and other expenses of Lessor in or about procuring the discharge of such lien, with interest thereon at the rate of seven (7%) percent per annum from the date of payment, shall be repaid by Lessee to Lessor on demand, and if unpaid may be treated as additional rent. Nothing herein contained shall imply any consent or agreement on the part of Lessor to subject Lessor's estate to liability under any mechanics' or materialmen's lien law.

24. WASTE, INJURY OR DAMAGE TO PREMISES

Lessee covenants not to do or suffer any waste or damage, disfigurement or injury to any building or improvement now or hereinafter on the Demised Premises or the fixtures and equipment thereof, or permit or suffer any overloading of the floors thereof.

25. "SAGUN" TO PAY TAXES

"SAGUN" agrees to pay all property taxes as assessed by the County of San Diego. Since a property tax bill is presented for all of "CAMPLAND" and the portion due for the restaurant cannot be determined with an absolute certainty, the parties hereto agree that the portion of the San Diego County property tax attributable to the restaurant shall be \$2,000/per year for the term of the lease. Therefore, in addition to all other monies, rent, or payments due under this lease, "SAGUN" shall pay to "CAMPLAND" as additional rent the sum of \$166.67 per month on the first day of each month during the term of this lease.

26. "CAMPLAND" shall be entitled to entry and inspection of the premises during all reasonable business hours. In addition, "CAMPLAND" and/or its guests, shall be entitled to enter, occupy, and use the restaurant and its equipment and facilities at any time it is not "in use" and "open" by "SAGUN"

27.

BREACH OF DEFAULT

A. Default:

1. If Lessee defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the Demised Premises become vacant or deserted, or if the Demised Premises are damaged by reason of negligence or carelessness of Lessee, its agents, employees or invitees, then in any one or more of such events, upon Lessor serving a written Fifteen (15) days notice upon Lessee specifying the nature of said default and upon the expiration of said Fifteen (15) days, if Lessee shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said Fifteen (15) day period, and if Lessee shall not have diligently commenced curing such default within such Fifteen (15) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, the Lessor may serve a written Three (3) days' notice of cancellation of this lease upon Lessee and upon the expiration of said Three (3) days, this lease and the term thereunder shall end and expire as fully and completely as if the date of expiration of such Three

(3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the Demised Premises to Landlord but Tenant shall remain liable as hereinafter provided.

2. If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or (2a) if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein provided; or (2b) if any execution or attachment shall be issued against Tenant or any of Tenants' property whereupon the Demised Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or (2c) if Tenant shall make default with respect to any other lease between Landlord and Tenant; then and in any of such event Landlord may without notice, re-enter the Demised Premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of Demised Premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Landlord may cancel and terminate such renewal or extension agreement by written notice.

and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such re-letting under option (a), and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such re-letting under option (b) during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Lessor shall be construed as an election on his part to terminate this lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should lessor at any time terminate this lease for any breach, in addition to any other remedy he may have, he may recover from Lessee all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

B. In the event of any breach of this lease by Lessee, then Lessor besides other rights or remedies he may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter, as herein provided, or should he take possession pursuant to legal proceedings or pursuant to any notice provided for by law, he may either terminate this lease or he may from time to time, without terminating this lease, re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in his sole discretion may deem advisable with the right to make alterations and repairs to said premises; upon each such re-letting (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such re-letting and of such alterations and repairs, incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such re-letting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the Demised Premises for such period on such re-letting; or (b) at the option of Lessor rents received by such Lessor from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting and of such alterations

C. Fees and Expenses:

If Lessee shall default in the observance or performance of any term or covenant on Lessee's part to be observed or performed under or by virtue of any of the terms or provisions in any Article of this lease, Lessor may immediately or at any time thereafter and without notice perform the same for account of Lessee, and if Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, attorneys' fees in instituting, prosecuting, or defending any action or proceeding such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor within Five (5) days of rendition of any bill or statement to Lessee therefor.

In case suit shall be brought for an unlawful detainer of said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenant herein contained, on the part of Lessee to be kept or performed, Lessee shall pay to Lessor reasonable attorneys' fees which shall be fixed by the court.

28. SAGUN hereby acknowledges that "CAMPLAND" occupies the demised premises pursuant to a lease with the City of San Diego dated November 8, 1967. Accordingly, this agreement requires the approval of the City of San Diego. As a condition to said approval, the City of San Diego requires the following provisions to be incorporated in this agreement which SAGUN hereby accepts:

Assignment and Sub-leasing: SAGUN shall not assign this lease or sublet the premises or any part thereof without the prior written consent of Lessee and The City of San Diego, hereinafter "City". An assignment by operation of law shall automatically terminate this lease.

Hold Harmless: SAGUN shall assume the defense of, indemnify and save harmless "CAMPLAND" and City from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises or from any act or omission of SAGUN, his agents and invitees.

Insurance: SAGUN shall be insured by an insurance carrier acceptable to CAMPLAND and City against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be \$500,000.00 COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with City and shall name "THE CITY OF SAN DIEGO" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without prior written notice to City by the insurance company.

Legal Proceedings: Should it become necessary for CAMPLAND or City to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this lease, SAGUN agrees to pay all legal costs in connection therewith, including a reasonable sum as attorney's fees.

Subordination: This agreement is in effect a sublease of a portion of the premises covered by that certain Lease Agreement dated November 8, 1967 as amended between CAMPLAND herein and The City of San Diego. This sublease is subject and subordinate to the covenants and conditions of said Lease Agreement notwithstanding any provision hereof contrary to or in conflict with said agreement.

IN WITNESS WHEREOF, this agreement has been executed by and between the parties thereof on this _____ day of _____, 1976.

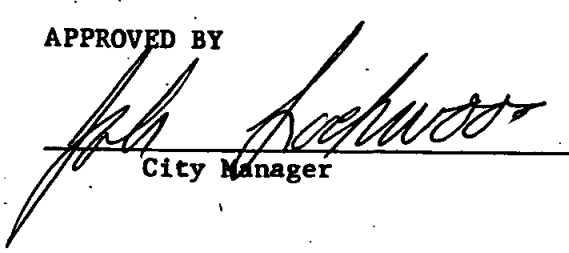
DENNIS A. SAGUN

MISSION BAY, INC.

By _____

APPROVED BY

Date: May 11, 1976



City Manager

DUPLICATE ORIGINAL

DOCUMENT NO. 763759

FILED JUN 23 1978
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

SUBLEASE AGREEMENT

This Sublease Agreement was entered into on June 17, 1977 in Beverly Hills, California by and between ASSOCIATED MOBILE ESTATES, a California limited partnership, hereinafter referred to as "Associated," and DE ANZA HARBOR, INC., a California corporation, hereinafter referred to as "Corporation."

R E C I T A L S

A) Associated is the lessee by assignment of that certain lease agreement dated November 8, 1967, between the City of San Diego, as lessor, and Tri-Square Construction Co., Inc., as lessee, and the First, Second, and Third Amendments thereto.

B) There is located within the premises leased to Associated as stated above, a grocery and general merchandise store.

C) Corporation has entered into an agreement and an escrow to purchase from Mission Bay, Inc. the merchandise inventory, furniture and fixtures, and beer and wine license of said store.

D) It is the desire of the parties hereto that Corporation occupy the premises of said store and operate the business therein, pursuant to a sublease from Associated.

IT IS THEREFORE AGREED AS FOLLOWS:

1) Associated hereby leases to Corporation, and Corporation hereby leases from Associated that certain portion of the property described in the above-mentioned lease from the City of San Diego, which is occupied by the said grocery and general merchandise store, hereinafter referred to as "the store."

2) The term of this sublease shall be for the period beginning June 17, 1977 and ending November 6, 2017.

3) The store shall be used for the sale of groceries, general merchandise and "off-premises" sale of beer and wine.

4) Corporation shall pay to Associated, as rent, five percent of gross revenues from the sale of alcoholic beverages and three percent of gross revenues from the sale of all other items in the store.

5) Corporation shall render monthly to Associated an accounting of gross income and rent due based upon the percentage rental hereinabove set forth and shall, in accordance with such accounting, pay to Associated the percentage rent due

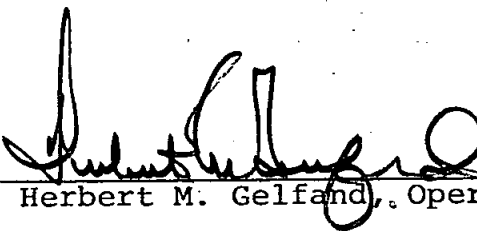
for such month on or before the 25th day following the month in which such gross income was earned.

6) Corporation hereby acknowledges receipt of a copy of the said lease between the City of San Diego and Associated, and of three amendments thereto. Corporation hereby agrees to be bound by all of the terms of the said lease and amendments thereto as the same may apply to the possession and operation of the said grocery and general merchandise store.

Signed the day and year first-above written.

ASSOCIATED MOBILE ESTATES,
a California limited partnership

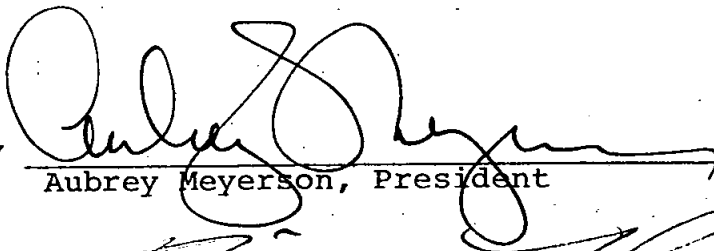
By



Herbert M. Gelfand, Operating General Partner

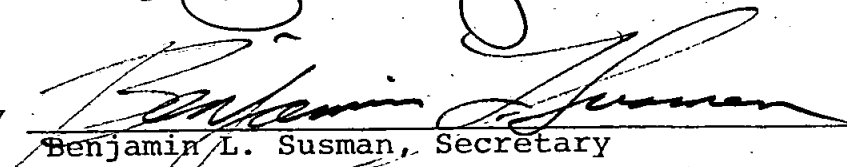
DE ANZA HARBOR, INC.,
a California corporation

By



Aubrey Meyerson, President

By



Benjamin L. Susman, Secretary

The City Manager of the City of San Diego, hereby consents to the above sublease this 20 day of June, 1978.



DEPUTY City Manager

TO: THE CITY OF SAN DIEGO, a Municipal Corporation

SUBJECT: Assignment and Amendments to Mission Bay Campland Lease.

De Anza Harbor, Inc. is the lessee, pursuant to assignment, under the terms of that certain lease dated May 18, 1951, Document #433606, and amendments thereto, covering the real property owned by The City of San Diego (Lessor) and commonly described in said lease as "De Anza Point Tourist Area."

De Anza Harbor, Inc. joins in the request of Associated Mobile Estates that the City consent to the assignment of the lease of Mission Bay Campland from Mission Bay Campland, Inc. to Associated Mobile Estates, and to certain amendments to said lease.

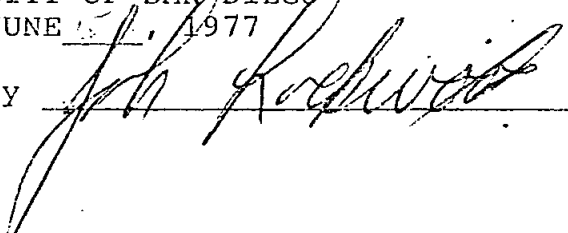
Associated Mobile Estates and Mission Bay Campland, Inc. have entered into an escrow for the consummation of the transaction conveying to Associated, the lease, personal property and business operation of Mission Bay Campland. Effective upon close of said escrow, De Anza Harbor, Inc. hereby waives and forever forfeits all of its rights, claims and interests under and pursuant to the last sentence of Paragraph Twenty-seventh of the said lease of De Anza Point Tourist Area, which said sentence reads as follows:

"The lessor further agrees that so long as this lease is in effect the lessor will not develop nor lease to any other lessee any area within one mile distant from the leased premises for trailer park purposes."

Dated: June 6, 1977

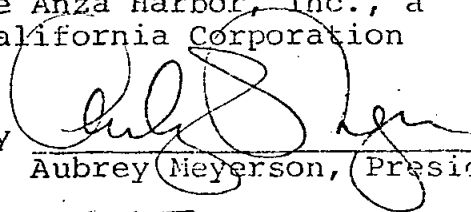
APPROVED AND ACCEPTED
CITY OF SAN DIEGO
JUNE 11, 1977

By

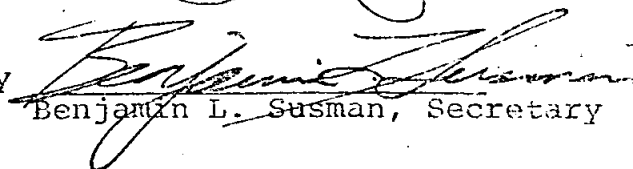


De Anza Harbor, Inc., a
California Corporation

By


Aubrey Meyerson, President

By


Benjamin L. Susman, Secretary

DUPLICATE

CONSENT TO SUBLEASE AGREEMENT

md
RR -
259130

The City of San Diego (CITY), Lessor under that certain Lease Agreement (Master Lease) with Associated Mobile Estates (LESSEE), filed in the Office of the City Clerk as Document 723339 and amended by Documents 726824, 731191, and 759649, hereby consents to that Sublease between the above lessee (SUBLESSOR) and De Anza San Diego Food and Beverage, Inc., a California Corporation (SUBLESSEE).

Said Sublease, dated April 1, 1989, shall be subordinate to the Master Lease in all respects. The CITY is merely approving SUBLESSEE and the proposed use. All terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease. The CITY is not bound by any term or condition in the Sublease which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions:

1. SUBLESSEE shall not assign the Sublease or sublet the premises or any part thereof without the prior written consent of SUBLESSOR and CITY. An assignment by operation of law shall automatically terminate the Sublease.
2. SUBLESSEE shall assume the defense of, indemnify and save harmless SUBLESSOR and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises or from any action or omission of SUBLESSEE, its agents and invitees.
3. Should it become necessary for SUBLESSOR or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of the Sublease, SUBLESSEE agrees to pay all legal costs in connection therewith, including a reasonable sum as attorneys' fees.
4. SUBLESSEE'S records defined as Tenant's Records shall be available for inspection by CITY, or its designated representative, at reasonable times upon reasonable notice during the term of the Sublease and for a period of two (2) years after the termination or expiration of the Sublease.
5. Sublessee agrees to use the leased premises only for the use or uses set forth as permitted uses in the Sublease. Any addition to or change in the uses permitted is subject to the prior written approval of CITY.

DOCUMENT NO. **769739**

FILED **APR 16 1990**

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

6. The Sublease may not be superceded, amended, or added to without the prior written consent of CITY.

THE CITY OF SAN DIEGO, a municipal corporation

Dated 3/30/90

By Robert J Collins
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM AND LEGALITY:

JOHN W. WITT, City Attorney

Dated 3/27/90

By [Signature]
Deputy

ACCEPTED:

ASSOCIATED MOBILE ESTATES, a California limited partnership

Dated 4/5/90

By: [Signature]
Senior Vice President of DE ANZA GROUP, INC.
General Partner of Associated Mobile Estates

DE ANZA SAN DIEGO FOOD AND BEVERAGE, INC.,
a California corporation

Dated 4/05/90

By: [Signature]

Barry McCabe
President, SAN DIEGO FOOD AND
BEVERAGE CORPORATION

MLG:st(pc-3)
3-20-90